

**PRIMARY TEACHERS' (INCLUDING DEPUTY  
AND ASSISTANT PRINCIPALS  
AND OTHER UNIT HOLDERS)  
COLLECTIVE AGREEMENT  
2007 - 2010**

**Primary Teachers' (including Deputy and Assistant Principals and other Unit Holders)  
Collective Agreement  
12 December 2007 – 30 June 2010**

<b>Part 1</b>	<b>Coverage</b>	<b>4</b>
1.1	Parties	4
1.2	Application	4
1.3	Coverage	4
1.4	Term of Agreement	4
1.5	Variations	4
1.6	Definitions	4
1.7	Declaration Pursuant to the State Sector Act	5
<b>Part 2</b>	<b>General Provisions</b>	<b>6</b>
2.1	Good Employer/Equal Employment Opportunities	6
2.2	Appointments	6
2.3	Re-entry After Absence due to Childcare	7
2.4	Hepatitis B Immunisation	8
2.5	Personal Files	8
2.6	Access	8
2.7	Union Deductions	8
2.8	Paid Union Meetings	8
2.9	Termination of Employment	9
2.10	Hours of Work/Leave	9
<b>Part 3</b>	<b>Remuneration</b>	<b>10</b>
3.1	Unified Pay System	10
3.1.8	Base Scale	11
3.2	Additional Units – Attached Teachers	12
3.3	Salary on Appointment	12
3.4	Previous Relevant Work Experience	14
3.5	Childcare Service Credits	14
3.6	Progression	15
3.7	Progression for Resource Teachers	16
3.8	Progression for Speech Language Therapists	16
3.9	Salary Maxima	16
3.10	Recognised Qualifications	16
3.11	Recognition of Improved Qualifications	17
3.12	Units	17
3.13	Allowances	18
3.14	Grandparented Service Increment	18
3.15	Higher Duties Allowance – Acting in a Higher Position Other Than Principal	19
3.15A	Acting Principal	19
3.16	Mobile Reserve Allowance	19
3.17	Isolation Allowance	20
3.18.1	Staffing Incentive Allowance	21
3.18.2	Priority Teacher Supply Allowance	21
3.19	Māori Immersion Teaching Allowance (MITA)	21
3.20	Special Duties Increment Allowance	22
3.21	Bus Controller's Allowance	22
3.22	Normal School Allowance	22
3.23	Associate Teacher Allowance	22
3.24	Compassionate Grant	23
3.25	Payment of Salaries	23
3.26	Holiday Pay (Permanent and Long Term Relieving Employees)	23
3.27	Part-time Employees	24
3.28	Payments for Recruitment, Retention and Responsibility	24
3.29	Tutor Teacher Allowance	25
3.30	Classroom Release Time	25
3.31	Sign Language Allowance	26

<b>Part 4</b>	<b>Conditions Relating to Leave</b>	<b>27</b>
4.1	Sick Leave	27
4.2	Sick Leave – Miscellaneous Provisions	28
4.3	Parental Leave	29
4.4	Bereavement/Tangihanga Leave for Death in New Zealand or Overseas	30
4.5	Discretionary Leave	31
4.6	Study Leave	31
4.7	Unpaid Refreshment Leave	32
4.8	Paid Sabbatical Leave	32
<b>Part 5</b>	<b>Reimbursing Allowances</b>	<b>34</b>
5.1	General	34
5.2	Travelling Allowance	34
5.3	Boarding Allowance	34
5.4	School Camp Allowance	34
5.5	Tea Allowance	34
5.6	Evening Meal Allowance	34
5.7	Transport Allowance for Relieving Employees	34
5.8	Expenses Incurred in Use of Private Vehicles	34
5.9	Miscellaneous Expenses	34
<b>Part 6</b>	<b>Removal Expenses</b>	<b>35</b>
6.1	Eligibility	35
6.2	Promotion	35
6.3	Removal Expenses from Schools Qualifying for the Staffing Incentive Allowance (SIA)	35
6.3A	Removal Expenses from Schools Qualifying for the Priority Teacher Supply Allowance (PTSA)	36
6.4	First Permanent Appointment – Non SIA/PTSA	36
6.5	Employees on Long-term Specialist Courses	36
6.6	Removal Reimbursing Expenses	36
<b>Part 7</b>	<b>Terms and Conditions of Service of Teachers in the Chatham Islands (including Pitt Island)</b>	<b>38</b>
7.1	House Rents	38
7.2	Housing (Other)	38
7.3	Fuel and Power	38
7.4	Motor Vehicles	38
7.5	Payments of Fares to Mainland for Annual Leave	38
7.6	Secondary Schools Allowance	39
7.7	Chatham Islands Allowance	39
7.8	Chatham Islands Removal Expenses	40
7.9	Eligibility	40
7.10	Payment of Fares to Mainland for Professional Development	40
<b>Part 8</b>	<b>Correspondence School</b>	<b>41</b>
8.1	General	41
8.2	Job Sharing (Instead of 2.2.6 and 2.2.7)	41
8.3	Hours of Work (Instead of 2.10)	41
8.4	Units (Instead of 3.2 and 3.12)	42
8.5	Leave	42
8.6	Off-site Allowance	43
8.7	Travelling Allowance (Instead of 5.2)	43
8.8	Surplus Staffing	43
<b>Part 9</b>	<b>Employment Protection and Surplus Staffing Provisions</b>	<b>44</b>
9.1	Employment Protection Provisions	44
9.2	Surplus Staffing	44
9A	Surplus Staffing – Teachers	45
9B	Surplus Staffing Provisions for Speech Language Therapists	48

9C	Surplus Staffing Provisions for Resource Teachers	49
9D	Changing Status to Kura Kaupapa Maori	49
<b>Part 10</b>	<b>Complaints/Discipline/Competency</b>	<b>50</b>
10.1	General	50
10.2	Ngā Kōrero me ngā Tikanga	50
10.3	Discussions in a Māori Context	50
10.4	Discipline	51
10.5	Suspension	51
10.6	Instant Dismissal	51
10.7	Competency	51
10.8	Personal Grievance	51
<b>Part 11</b>	<b>Employment Relationship Problems</b>	<b>52</b>
<b>Schedules</b>		
Schedule 1	Definition of Levels of Māori Immersion	54
Schedule 2	Interim Framework of Professional Standards for Deputy Principals and Assistant Principals – 1 February 1998	55
Schedule 3	Interim Framework of Professional Standards for Teachers – 1 February 1998	57
<b>Appendices</b>		
Appendix 1	Isolation Allowance Category 6	60
Appendix 2	Extract from Employment Relations Act 2000	61
Appendix 3	Relevant Specialist Level 7 Qualifications and Other Qualification Matters	65
Appendix 4	School Reorganisation Staff Surplus Provisions	67
Appendix 5	Resource Teacher Surplus Staffing Process	76
Appendix 6	Longer Term Work Programme	78
Appendix 7	Elements of the Terms of Settlement from this and Previous Settlements	81
<b>Signatories</b>		<b>83</b>

## **Part 1 Coverage**

### **1.1 Parties**

The parties to this agreement shall be:

- (a) The Secretary for Education acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988 and acting in accordance with section 74(5) of the State Sector Act 1988 (as amended by the Employment Relations Act 2000); and
- (b) The New Zealand Educational Institute Te Riu Roa (NZEI).

### **1.2 Application**

The agreement shall be binding on:

- (a) Each employee who comes within the coverage clause and who is or becomes a member of NZEI Te Riu Roa.
- (b) Each employer, as defined in 1.6.4 below.

### **1.3 Coverage**

- (a) This agreement covers work undertaken in state and integrated schools by employees (as defined in (b) below) in:
  - (i) Primary schools (including normal schools, model schools, and intermediate schools);
  - (ii) Composite schools (other than area schools) including the Correspondence School primary section and the primary section of Correspondence School Specialist Services;
  - (iii) Special schools;
  - (iv) Intermediate departments, special classes or attached special education units of secondary schools;and shall include any such school that is also established as a kura kaupapa Māori or that has any additional designation or status under the Education Acts 1964 and 1989.
- (b) For the purposes of 1.3(a) above employees are:
  - (i) Teachers;
  - (ii) Speech language therapists; and
  - (iii) Untrained employees in teacher positions.
- (c) This agreement does not apply to teachers in composite schools who predominantly teach students classified as year 9 or above.
- (d) This agreement does not apply to principals.

### **1.4 Term of Agreement**

This agreement shall come into force on the 12<sup>th</sup> day of December 2007 and shall expire on the 30th day of June 2010, except as provided for under section 53 of the Employment Relations Act 2000.

### **1.5 Variations**

The parties agree that the terms and conditions contained in this agreement may be varied at any time by written agreement between NZEI Te Riu Roa and the Secretary for Education, acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988, in accordance with section 74 of the State Sector Act 1988. Any such variation agreed shall be binding on employees and employers of those employees covered by this Agreement in accordance with section 74(6) of the State Sector Act 1988 (as amended by the Employment Relations Act 2000).

### **1.6 Definitions**

The following definitions apply for the purposes of this agreement unless specified otherwise:

- 1.6.1 'Area school' shall have the meaning ascribed in the Education (School Staffing) Order for the time being in force.

- 1.6.2 'Composite school' shall mean a school classified as a composite school under the Education Act 1989.
- 1.6.3 'Correspondence school' shall mean a school classified as a correspondence school under the Education Act 1989.
- 1.6.4 'Employer' shall mean a Board of Trustees constituted pursuant to the Education Acts 1964 and 1989 (or where a Commissioner has been appointed under Part 9 of the Education Act 1989 to act in place of the Board of Trustees, that Commissioner) of a state or integrated school that employs employees falling within the coverage as set out in 1.3.
- (Note: In relation to a dispute about the interpretation, application or operation of this collective agreement, the employer shall act, if the Secretary for Education acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988 so requires, together with or in consultation with the Secretary for Education acting pursuant to section 74A (b) of the State Sector Act 1988.)
- 1.6.5 'Intermediate department in a secondary school' shall mean a department classified as such under the Education Act 1989.
- 1.6.6 'Institute' or 'union' shall mean the NZEI Te Riu Roa.
- 1.6.7 'Teacher' shall mean a primary teacher who has been fully registered or provisionally registered or registered subject to confirmation by the Teachers Council and shall include, without limitation:
- Unit holders including deputy and assistant principals;
  - Teachers and unit holders on the 'G' scale;
  - Resource teachers; and
  - Primary trained liaison teachers employed by the Correspondence School.
- 1.6.8 'Untrained employee' shall mean an employee without recognised teacher training qualification(s) who is employed in a teacher position.
- 1.6.9 'Primary school' shall mean a school classified as a primary school or an intermediate school under the Education Act 1989.
- 1.6.10 'Secondary school' shall mean a school classified as a secondary school under the Education Act 1989.
- 1.6.11 'Special School' shall mean a school classified as a special school under the Education Act 1964.
- 1.6.12 Primary Teachers Collective Agreement (the Primary Agreement) shall mean the Primary Teachers' (including Deputy and Assistant Principals and other Unit Holders) Collective Agreement 2007-2010.
- 1.6.13 Short term relievers are fixed term employees who are temporarily employed on a casual basis to relieve in a permanent teacher position for a period not exceeding six weeks.
- 1.6.14 Long term relievers are fixed term employees employed for a continuous period beyond six weeks. The employment of long term relievers is not limited to relieving in a permanent teacher position.
- 1.6.15 'School Day' shall mean a day on which the school is open for instruction.
- 1.6.16 For the purposes of Part 9 and Appendix Four of this agreement, '30 school weeks' shall mean 150 school days.
- 1.6.17 'Start of the school year' shall mean (regardless of the first day schools are open for instruction in Term 1) for normal pay and employment purposes:
- 28 January for all teachers: except
  - For teachers being employed for the first time in a state or integrated school, or being employed after a break in service, their start day is as advised to payroll by the employer.

## 1.7 Declaration Pursuant to the State Sector Act

Pursuant to section 75 of the State Sector Act 1988 the Secretary for Education acting pursuant to the delegated authority of the State Services Commissioner has declared that all of the conditions contained in this collective agreement are actual conditions of employment provided that the Secretary for Education may from time to time give approval to the salary rates or allowances being treated as minimum rates where there is agreement to this between the employer and any of its employees.

## **Part 2**

### **General Provisions**

#### **2.1 Good Employer/Equal Employment Opportunities**

Attention is drawn to Part 7A State Sector Act 1988 which outlines the responsibilities of the employer with regard to the operation of a personnel policy that complies with the principles of being a good employer and the equal employment opportunity responsibilities of the employer.

#### **2.2 Appointments**

##### **2.2.1 Advertising Positions**

Except as provided under s77HB of the State Sector Act 1988 positions of at least one year's duration must be advertised nationally. However where a permanent unit is to be allocated but there is no vacancy attached to that unit, the employer shall advertise internally the roles and responsibilities attached to the unit.

##### **2.2.2 Permanent Positions**

All part-time and full-time positions shall be permanent unless identified as being fixed term in accordance with clause 2.2.5.

##### **2.2.3 Appointment Criteria**

- (a) Attention is drawn to the State Sector Act 1988 insofar as it provides that the person best suited to the position shall be appointed. In applying that provision the employer will have regard to the experience, qualifications and abilities relevant to the position and such other relevant matters as it determines.
- (b) Employers are required to make available to all applicants on request details of the duties to be carried out and the criteria being adhered to in making that appointment.
- (c) Equal employment opportunities principles shall be applied and demonstrated in appointments procedures. The intent of these principles is to provide equal access and consideration and equal encouragement in areas of recruitment, selection, promotion and career development. These principles are to be applied to enable people to pursue their careers without their chances being reduced by factors which are irrelevant to the requirements of the position under consideration.

##### **2.2.4 Letter of Appointment**

The employer will advise the employee in writing of their starting salary (including any units) and the nature of the position, i.e. fixed term or permanent. Where the appointment is fixed term the letter of appointment will need to state the way in which the employment will end, and the reasons for his or her employment ending in that way, in accordance with 2.2.5.

##### **2.2.5 Fixed Term Employment**

- (1) An employee and an employer may agree that the employment of the employee will end:
  - (a) At the close of a specified date or period; or
  - (b) On the occurrence of a specified event; or
  - (c) At the conclusion of a specified project.
- (2) Before an employee and employer agree that the employment of the employee will end in a way specified in subsection (1) the employer must:
  - (a) Have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
  - (b) Advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.
- (3) The following reasons are not genuine reasons for the purpose of subsection (2)(a):
  - (a) To exclude or limit the rights of the employee under the Employment Relations Act 2000;
  - (b) To establish the suitability of the employee for permanent employment.

- 2.2.6 Job Sharing**
- (a) (i) On the joint application of two holders of positions who are both permanently appointed in the school the employer may appoint the two applicants to a shared position without advertising a vacancy.
  - (ii) If one of the joint holders subsequently resigns or retires, the other has the right to assume full-time responsibility for the position.
  - (iii) Alternatively, the remaining joint holder may approach the employer with a new sharer with a view to establishing a new, permanent shared position without advertising a vacancy. The prospective new sharer may be any teacher already permanently appointed in the school, or a teacher from outside of the permanent staff.
  - (iv) Notwithstanding (iii) above the employer may decide, on the resignation or retirement of one of the joint holders, to convert the position back to an individual, full-time permanent position. If the remaining joint holder declines to take up the full-time position then the employer may advertise the position for a new appointment.
  - (b) (i) Any two teachers may jointly apply for appointment to an advertised position and be assessed as one applicant. On appointment the position would be a shared position.
  - (ii) If one of the holders of a shared position resigns, the employer may appoint the other holder to the position on a full-time basis without advertising the position.
  - (iii) If the remaining joint holder declines to take up the full-time permanent position then the provisions of clause 2.2.6 (a) (iii) and (iv) above shall apply.
- 2.2.7** A job sharer's salary is paid on a pro-rata basis. Increments shall be as for full-time employees. Job sharers are entitled to:
- (a) Leave on the same basis as permanent full-time employees;
  - (b) Sick leave as if permanent full-time. Entitlement is based on length of service, irrespective of hours worked. Deductions from the entitlement are made on a consecutive day basis;
  - (c) Any pupil-free inservice days during term time and teacher-only days outside of term time on the same basis as permanent full-time employees.
- 2.3 Re-entry After Absence Due to Childcare**
- 2.3.1** A teacher who resigns from a permanent position to care for pre-school children may apply to re-enter the service under preferential provisions provided that:
- (a) The absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave;
  - (b) The applicant must:
    - Produce a birth certificate for the pre-school child;
    - Sign a statutory declaration indicating that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 15 hours per week during that absence.
- 2.3.2** Where the applicant meets all the provisions of clause 2.3.1 above and, at the time of application:
- (a) Has the necessary skills to fill competently a vacancy which is available in the service; and
  - (b) The position is substantially the same in character and at the same or lower salary and/or level as the position previously held, then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- 2.3.3** The period of preferential appointment expires 3 months after the period in clause 2.3.1(a).
- 2.3.4** Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purpose of sick leave or annual leave or any other leave entitlement.



## **2.4 Hepatitis B Immunisation**

2.4.1 The parties agree in principle that responsibility for pre-exposure immunisation of employees rests with employers who should accept responsibility for safety in the workplace, advised as necessary by the Ministry of Health or Department of Labour.

2.4.2 In situations where employees may be at significantly increased risk of acquiring hepatitis B because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation would be appropriate. The parties do not envisage that immunisation programmes would be set up to cover all employees covered by this Agreement. Only those working in an area with a high incidence of hepatitis B may receive immunisation.

2.4.3 In all situations where a risk of being infected by the hepatitis B virus exists, it shall be the duty of employers to require safe working practices on the part of the employee and to ensure appropriate hygiene measures to reduce such risk to a minimum, whether or not immunisation is considered advisable.

## **2.5 Personal Files**

2.5.1 The employer shall ensure that personal files are held in a secure place and access is confined to authorised personnel and the employee concerned.

2.5.2 Attention is drawn to the Privacy Act 1993 which outlines responsibilities for the collection, storage and availability of personal information.

## **2.6 Access**

A representative of the union shall, be entitled to enter at all reasonable times upon the premises for purposes related to the employment of its members or for purposes related to the union's business or both. The representative shall enter at a reasonable time and in a reasonable way and comply with existing safety, health and security procedures and requirements applying in respect of the school.

## **2.7 Union Deductions**

2.7.1 Any employer, when requested in writing by the secretary of the union, shall, within one month after the receipt of such request, supply to the union a list of the names of all employees coming within the scope of this Agreement when in their employ (but such request shall not be made to the employer at intervals shorter than six months).

2.7.2 In accordance with authorities signed by individual employees, the employer shall arrange for the deduction of union subscriptions for all union members covered by this Agreement except in cases agreed to between the employer and the union.

2.7.3 Except as may be otherwise agreed, the commission payable by the union for this service shall not exceed 2.5% of the aggregate sum of the amount deducted.

## **2.8 Paid Union Meetings**

2.8.1 The employer must allow every union member employed by the employer to attend at least 2 union meetings (each of a maximum of 2 hours' duration) in each calendar year.

2.8.2 The union must give the employer at least 14 days' notice of the date and time of any union meeting to be held.

2.8.3 The union must make such arrangements with the employer as may be necessary to ensure that the school remains open for instruction during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the school to remain open for instruction.

2.8.4 Work must resume as soon as practicable after the meeting, but the employer is not obliged to pay any union member for a period longer than 2 hours in respect of any meeting.

2.8.5 An employer must allow a union member employed by the employer to attend a union meeting under this clause on ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.

2.8.6 For the purposes of this clause the union must:

- (i) supply to the employer a list of members who attended the union meeting; and
- (ii) advise the employer of the duration of the meeting.

## **2.9 Termination of Employment**

- 2.9.1 Employment may be terminated at any time by a permanent employee or long-term reliever giving not less than two calendar months notice, unless a shorter period is mutually agreed.
- 2.9.2 Except in cases of serious misconduct, where an employer dismisses an employee pursuant to Part 3 of this Agreement, the employer shall give a permanent employee or long-term reliever two calendar months notice.
- 2.9.3 Notwithstanding 2.9.2, where a long term reliever's employment is to terminate on the occurrence of a specified event they shall be entitled to 1 months notice unless a shorter period is mutually agreed, or payment in lieu of the whole or remaining part of the notice on the occurrence of that event, i.e. 2.9.2 does not apply.
- 2.9.4 Except in the case of serious misconduct, where an employer dismisses an employee pursuant to Part 10 of this Agreement, a short-term reliever shall work the full duration of time, event or project for which they are employed. No notice is therefore required by either party.

## **2.10 Hours of Work/Leave**

- 2.10.1 Employees shall work such hours as may be reasonably required of them to enable them to properly fulfil their responsibilities as teachers whether or not such hours exceed 40 hours per week. The normal hours of work for employees should as far as practicable however not exceed 40 hours per week Monday to Friday.
- 2.10.2 It is acknowledged that employees are required to undertake such duties as:
- Preparation, evaluation and assessment time generated by classes/sessions and the students within them, or by other requirements such as the need to report on the progress of individual students;
  - Counselling of students;
  - Administrative responsibilities of individual teachers;
  - Attending courses and meetings;
  - Professional development in addition to their normal class contact time, and that these factors have been taken into consideration in determining the employee's hours of work and leave entitlements.
- 2.10.3 Except as provided in 2.10.1 employees shall not be required to attend school during any time when the school is officially closed for instruction. However Boards may require employees to attend school or elsewhere, when the school is closed for instruction (except on weekends or public holidays unless by agreement) for up to ten days per school year (or the equivalent) for all or any of the following purposes – school administration, school preparation and co-ordination, pre-term planning curriculum and/or technical refreshment and/or professional development. The employer will endeavour to arrange matters at the school in such a way that any requirement under this section is not unreasonable and that employees' individual needs are taken into account. Employees' own initiatives in undertaking work for the above purposes shall be counted when applying this clause.
- 2.10.4 Where employees are required to attend school or elsewhere when the school is closed pursuant to 2.10.3 they shall be reimbursed for any actual and reasonable costs incurred in accordance with Part 7 of this agreement.
- 2.10.5 Any employee required by their employer to work on a Public Holiday (as listed in section 44 Holidays Act 2003) shall be paid time and a half rates as per section 50 of the Act.
- 2.10.6 Teachers will take their annual leave outside the gazetted term dates.

### **Part 3**

#### **Remuneration**

#### **3.1 Unified Pay System**

3.1.1 The purpose of this clause is to maintain a Unified Pay System applicable to all teachers in the state and state integrated compulsory education sector.

3.1.2 The intention of this clause is to enable changes to the rates in the base salary scale; the value of units; and payments made across-the-board, together with the attached conditions, in any collective agreement applicable to other teachers in the state and state integrated school sector to apply to teachers in the state and state integrated primary school sector.

#### **Mechanism**

3.1.3 The Secretary for Education shall, within one month of ratification of any collective agreement (or variation thereof) applicable to other teachers in the state and integrated school sector, notify the NZEI Te Riu Roa National Secretary of any changes to the base salary scale; and/or value of units; and/or any payments across the board (but excluding payments made to individual teachers who meet specific criteria, such as allowances) and offer such changes to teachers covered by the PTCA.

The notification by the Secretary for Education will include the applicable terms and conditions attached to these increases as determined by the Secretary after consultation with the National Secretary of NZEI Te Riu Roa.

3.1.4 The National Secretary of NZEI Te Riu Roa shall, within one month of receipt of the offer described in clause 3.1.3, advise the Secretary for Education whether NZEI Te Riu Roa wishes to accept such offer. The parties agree that upon receipt of NZEI's acceptance of the offer the PTCA shall be deemed to be varied pursuant to clause 1.5 in the terms outlined in the offer as advised by the Secretary for Education.

3.1.5 The employees and Boards of Trustees will be notified of any changes in the PTCA made pursuant to clause 3.1.3.

3.1.6 This clause shall apply from date of settlement to 30 June 2010. Thereafter this clause will cease to apply and shall have no effect.

3.1.7 For clarity, reference to teachers in this clause shall bear its ordinary meaning and not as defined in Part 1 of this agreement.

### 3.1.8 Base Scale

Step	19-Jul-06	Effective Date 30/11/2007	Effective Date 2/07/2008	Effective Date 1/07/2009	Basic Scale Notation	Resource and Regional Health School Teacher Notations	SLT Notations	RTM Notations
1	\$ 26,670	\$ 27,737	\$ 28,846	\$ 30,000	Untrained entry			
2	\$ 27,830	\$ 28,943	\$ 30,101	\$ 31,305	Untrained max			
3	\$ 30,150	\$ 31,356	\$ 32,610	\$ 33,914	Q1 entry	L1 Q1 entry		
4	\$ 32,468	\$ 33,767	\$ 35,118	\$ 36,523	Q2 entry	L1 Q2 entry		
5	\$ 35,946	\$ 37,384	\$ 38,879	\$ 40,434				
6	\$ 39,425	\$ 41,002	\$ 42,642	\$ 44,348	Q3 entry	L1 Q3 entry	SLT entry	
7	\$ 40,586	\$ 42,209	\$ 43,897	\$ 45,653	Q3+ entry	L1 Q3+ entry		
8	\$ 42,325	\$ 44,018	\$ 45,779	\$ 47,610	Q4 entry	L1 Q4 entry		
9	\$ 44,643	\$ 46,429	\$ 48,286	\$ 50,217	Q5 entry	L1 Q5 entry + L2 Q1 entry		
10	\$ 48,123	\$ 50,048	\$ 52,050	\$ 54,132	Q1 max	L2 Q2 entry		
11	\$ 51,601	\$ 53,665	\$ 55,812	\$ 58,044	Q2 max	L2 Q3 entry		S4 Q1 entry plus 1 unit
12	\$ 56,356	\$ 58,610	\$ 60,954	\$ 63,392		L2 Q3+ entry		
13	\$ 58,327	\$ 60,660	\$ 63,086	\$ 65,609	Q3 max	L1 Q3 max L2 Q3 max	SLT Q1, 2, 3 Penultimate step SLT Q1, 2, 3 max plus 1 unit	S4 Q1 max plus 1 unit S4 Q2 entry plus 1 unit S4 Q2 max plus 2 units S4 Q3 entry plus 1 unit S4 Q3 max plus 2 units S4 Q3+, Q4, plus 1 unit
14	\$ 61,323	\$ 63,776	\$ 66,327	\$ 68,980	Q3+ max	L1 Q3+ max L2 Q3+ max	SLT Q3+, 4, 5 step SLT Q3+, 4, 5 max plus 1 unit	Q5 entry plus 1 unit S4 Q3+, Q4, Q5 max plus 2 units
	19-Jul-07	Effective Date 05/07/2007	Effective Date 2/07/2008	Effective Date 1/07/2009				
Units	\$ 3,500	\$ 3,650	\$ 3,800	\$ 4,000				

### 3.1.9 Resource and Regional Health School Teachers.

Resource and Regional Health School teacher notations refer only to:

- L1 applies to Resource Teacher Learning and Behaviour (RTLb), Resource Teachers Hearing Impaired (RTHI), Resource Teachers Intellectually Impaired (RTII), Resource Teacher Visually Impaired (RTVI), and Regional Health School Teachers (RHST)
- L2 applies to Resource teachers of Literacy (RT:Lit).
- S4 applies to Resource teachers of Māori (RTM).

Resource teachers, Regional Health School teachers and speech language therapists who meet the criteria for Q3+ (step 14) as defined in 3.3 shall be entitled to progress to step 14.

### 3.1.10 Retirement Savings

- (a) Teachers bound by this Collective Agreement shall be entitled to access the Teachers' Retirement Savings Scheme (TRSS) in accordance with the terms of that scheme until such time as access to the scheme closes to new members. Access to the TRSS is limited to teachers bound by the collective agreement.

- (b) The scheme provides for a matching government contribution of up to 3% of a teacher's eligible gross salary (as defined in the scheme)
- (c) Those teachers already in receipt of an employer or government contribution to their retirement savings or superannuation scheme, including those teachers belonging to the GSF or NPF schemes, are not entitled to receive the government contribution described above.

Note: For information on this and other retirement savings schemes go to [www.minedu.govt.nz](http://www.minedu.govt.nz)

### 3.1.11

#### **Non-service Salary Increment for Q3+, Q4 and Q5 Teachers**

- (i) Subject to (iii) below, all full and part-time permanent teachers and full and part-time teachers in fixed term positions appointed for two or more school terms, who are employed as at 5 February 2003 and who, on that date, hold a bachelor degree together with a recognised teaching qualification (e.g. Diploma of Teaching), or are trained teachers who hold a four-year honours degree or a five-year masters degree or Ph.D. and subject to having met the appropriate level of professional standards at their last assessment (provided that this assessment occurred within the previous 12 months), shall, where they are not already at their qualification group maximum, receive a salary increment of one step on that date. For clarity, teachers who hold a three-year teaching degree that incorporates a recognised teaching qualification are not eligible to receive the increment outlined above.
- (ii) This increment shall have no effect on a teacher's anniversary of service for pay progression purposes, and a teacher shall be entitled to progress to the next step in the salary scale on their anniversary of service subject to the provisions of this agreement (see 3.6). For clarity, teachers whose anniversary of service for pay progression purposes is 5 February 2003 shall receive the increment provided above in addition to their ordinary increment falling due.  
Eligible teachers who are on approved leave under Part 6 of this Agreement at 5 February 2003 shall be entitled to the increment.
- (iii) Teachers who have entered the service in 2003 and who have been placed on the new entry steps for teachers holding a bachelor degree together with a recognised teaching qualification (e.g. Diploma of Teaching), or are trained teachers who hold a four-year honours degree or a five-year masters degree or Ph.D. are not eligible to receive the non-service based increment provided for under this clause.

### 3.2

#### **Additional Units – Attached Teachers**

- (a) Senior Teachers Special Duties (Normal Schools), Heads of Department (attached Intermediate Departments) and attached teachers, and all other teachers holding 'G scale' positions:

<b>Grade of Position</b>	<b>Base Salary from 5 Feb 2003</b>
G1	Step 13 + 1 unit
G2	Step 13 + 2 units
G3	Step 13 + 3 units

\*Teachers in 3.2(a) above who meet the criteria for Q3+, Q4 or Q5 (Step 14) as defined in 3.3 shall move to step 14.

- (b) Senior Teachers in Model Schools - Base Scale Salary + 1 unit;
- (c) Senior Teachers in Attached Classes or units - Base Scale Salary + 1 unit.

### 3.3

#### **Salary on Appointment**

#### 3.3.1

##### **Qualification Entry Points**

- (a) The basic qualification for a primary school teacher is the Diploma of Teaching or a three-year bachelor degree of teaching (e.g. Bachelor of Education, Bachelor of Teaching.)

- (b) Subject to 3.3.1(a), a teacher who has no service credits shall, on appointment to a base scale position, be paid on the first step of the relevant qualification group as follows:

**Step 3 Q1E** Entry point for teachers with a Diploma of Teaching.

**Step 4 Q2E** Entry point for teachers with a Higher Diploma of Teaching, or 2/3 degree (except a three year pre-service degree).

**Step 6 Q3** Entry for teachers with the three year bachelor degree of teaching, or Advanced Diploma of Teaching.

**Step 7 Q3+** Entry for Teachers who hold a bachelor degree together with a recognised teaching qualification (e.g. Diploma of Teaching), or a degree conjointly completed with a bachelor degree of teaching, or an honours degree of teaching, or a Diploma of Teaching together with an Advanced Diploma of Teaching together with a level 7, 120 credit relevant specialist diploma, or a bachelor degree of teaching together with a level 7, 120 credit relevant specialist diploma.

Please refer to Appendix Three for further clarification of this clause.

**Step 8 Q4** Entry for trained teachers with a four year postgraduate honours degree or two bachelor degrees, or a masters degree of teaching or overseas equivalent qualifications recognised by the NZQA at that level.

**Step 9 Q5** Entry for trained teachers with a five year masters degree or doctorate or overseas equivalent qualifications recognised by the NZQA at that level.

- (c) Those teachers with previous teaching and/or previous relevant work experience shall be paid at the appropriate service step of the relevant qualification group.
- (d) Previous teaching service shall include all teaching service as a trained and registered teacher in the employment of a New Zealand state or state integrated schools and/or service as a trained and registered teacher in the employment of a Free Kindergarten Association.
- (e) Previous relevant work experience is described in clause 3.4.
- (f) Credit for previous teaching and/or previous relevant work experience shall be calculated and credited once only. The employer should bring to the attention of the beginning teacher, the provisions regarding credit for previous relevant work experience. The teacher must apply for the credit within the 12 months of their first permanent or long term reliever appointment.
- (g) Where a teacher has improved their qualifications since their first appointment to a base scale position in a New Zealand state or integrated school clause 3.11 shall apply.

### 3.3.2 **Untrained Employees**

Untrained employees shall be placed on Step 1 of the base scale. The maximum base scale rate for an untrained employee is Step 2 of the base scale.

### 3.3.3 **Speech Language Therapists (SLT) - Salary on Appointment**

Salary on appointment for all SLTs shall be in accordance with the notations in 3.1.8 and shall have regard to previous service and qualifications.

### 3.3.4 **Resource Teachers and Regional Health School Teachers - Salary on Appointment**

- (a) All teachers shall be placed on the base salary scale according to previous experience and qualifications;
- (b) All teachers notated in 3.1.9 will be allocated at least one permanent salary unit upon appointment;
- (c) RT:Lits will be allocated one permanent salary unit upon appointment subject to 3.3.5 below.

### 3.3.5 **Resource Teachers Literacy (RT:Lit)**

- (a) Teachers appointed to RT: Lit positions will be required to complete the RT: Lit training programme, unless they have
- (i) Previously been employed as a resource teacher reading (RTR); or
  - (ii) Been given an exemption by the Secretary for Education; or
  - (iii) Already completed the programme.
- (b) Teachers required to complete the training programme will be eligible for the unit from the date they commence the programme.
- (c) Any such teacher who withdraws from the training programme or does not complete the programme will cease to be eligible for the unit.
- (d) All teachers employed as RT:Lits will be automatically eligible for the unit if the training ceases to be provided.

Note: the permanent unit allocated in 3.3.4(c)/3.3.5 is not incorporated into the salary unit entitlement of a school.

### 3.4 **Previous Relevant Work Experience**

#### 3.4.1

Half credit shall be given for paid work experience other than teaching experience which is directly relevant to the teacher's responsibilities and pastoral duties and has occurred within 10 years of the application for credit, up to a maximum of 2 steps additional service credit on the salary scale. A special case (e.g. for service as a Kaiarahi Reo) may be made by a Board of Trustees to the Ministry of Education to have the crediting of relevant work experience in excess of this maximum considered.

#### **Definition of Previous Relevant Work Experience**

Previous relevant paid work experience includes:

- Voluntary Service Abroad - providing service was in a teaching position while the teacher held a teaching certificate;
- Community education tutors - providing service was in a teaching position while the teacher held a teaching certificate;
- Kaiarahi Reo;
- Teacher Aides/Kaiawhina;
- Professional employment using knowledge of the education service and /or teaching skills:
  - Public sector employment with education focus, e.g. Ministry of Education or other Crown Education Agencies;
  - Education officer in Government and non-Government organisations;
  - Vocational guidance counsellor;
  - Special Education;
  - Social worker employed by CYPS or its predecessors;
  - Professional officer of NZEI/PPTA/TTANZ;
  - Librarian;
  - Outdoor instructors working with children;
  - Early Childhood Education;
  - Museum, Art Gallery, Zoo education officers (except for those previously employed in such positions by state or integrated schools); and
  - Untrained employees in teaching positions or kaupapa Māori education.

Half credit shall mean that each year of experience (or part thereof) will count as six months (or part thereof) of teaching service for salary purposes.

### 3.5 **Childcare Service Credits**

Time away from teaching spent on childcare, after 26 May 1986, is regarded as service and experience relevant to teaching. A teacher who resigned or took leave from the teaching service in order to care for her/his children is entitled to one-third credit for service and salary purposes. This means one third credit of the total time away from teaching since 26 May 1986 is credited as service and the teacher moves to a higher salary step where this is appropriate.

- 3.6 Progression**
- 3.6.1 Progression for Base Scale Teachers including Unit Holders**
- (a) **Annual Assessment against Professional Standards**  
For the purposes of determining annual progression from one step to the next, each teacher's performance will be assessed annually against the relevant professional standards as set out in Schedule 2;
  - (b) When setting performance expectations and development objective(s) with individual teachers for the coming year, the professional standards at the relevant level against which the teacher is to be assessed should be confirmed between the teacher and the employer;
  - (c) For each teacher to progress annually to their next step they will need to demonstrate that they meet the professional standards at the appropriate level;
  - (d) Beginning Teachers will have at least 2 annual assessments against the professional standards for the beginning teacher level before moving to the fully registered level, except where the teacher and the employer agree that assessment against the beginning standards for more than one annual assessment is not appropriate because of the teacher's previous relevant experience. In such cases teachers may be assessed against the fully registered teacher standards after one assessment against the beginning teacher standards;
  - (e) Fully Registered Teachers will have at least 3 annual assessments against the professional standards for fully registered teachers before moving to the experienced teacher level regardless of whether or not they have reached their qualifications maximum;
  - (f) Experienced Teachers are teachers who have had at least 3 successful annual assessments against the Fully Registered Teacher professional standards and who then meet the Experienced Teacher professional standards. Experienced Teachers will continue to be assessed annually against the experienced teacher professional standards.
- 3.6.1 A Progression for Relievers**  
Relievers shall progress from one step to the next upon completion of each 190 days relieving service, subject to satisfactory performance as attested by the Principal of the school where the teacher has recently been employed as a relief teacher.
- 3.6.1 B Progression for Untrained Employees**  
Untrained employees shall progress from step one to step two on the salary scale upon completion of twelve months service, subject to satisfactory performance as assessed by the principal.
- 3.6.2 Deferred Progression**
- (a) Principals will be able to defer progression for teachers who have not met the professional standards at the appropriate level throughout the assessment period;
  - (b) If it is agreed that the teacher has demonstrated within the timeframe determined by the principal (in consultation with the teacher) that they are meeting the appropriate standards, they will progress to the next step from the date of the second assessment. The teacher's anniversary date for the purposes of progression only, would move to the date on which the teacher's performance was deemed to have met the required standards;
  - (c) Where a beginning or fully registered teacher is unable to attain the standards within the specified time period, the teacher will be required to undergo competency procedures as set out in Part 10.
- 3.6.3 Local Review Process**
- (a) Where a teacher disagrees with the deferral of their salary increment the teacher may, within 14 working days of being notified of the deferral, seek a review;
  - (b) The employee may be represented during the process;
  - (c) A reviewer shall be a person nominated by the Board of Trustees and acceptable to the employee. The reviewer may be another staff member but should not be someone connected with the original decision to defer progression. In the event that agreement cannot be reached on a reviewer within a reasonable time the Board shall determine who the reviewer will be;



- (d) The reviewer will give the employee and the principal fair opportunity to make representations;
- (e) The reviewer shall make recommendations to the board within 30 days of receiving the employee's application for review;
- (f) The board shall make a final decision within 14 days of receiving the recommendation;
- (g) Where requested, the employee shall have access to the information about him/herself provided to the board by the reviewer;
- (h) Nothing in this clause prevents the employee from taking a personal grievance in accordance with Part 10 of this Agreement.

Note: In cases of very small schools it may be necessary to develop a reciprocal arrangement with a neighbouring school.

### **3.7 Progression for Resource Teachers**

- (a) Progression through the salary steps for resource teachers up to the second to top step for the relevant qualification maximum for that teacher shall be on an annual basis from the date of appointment, dependent on competent performance as attested by the principal.
- (b) Progression from the second to top step to the top step for the relevant qualification maximum for that teacher shall be on an annual basis from the date of appointment and is dependent upon proven initiative in the performance of their duties which shall be carried out in a highly competent manner as attested by the principal: Provided that where the principal is unable to make this assessment because of the itinerant nature of the teacher's duties over this month period, the teacher may progress to the top step in terms of subclause (a) above (i.e. competent performance).

### **3.8 Progression for Speech Language Therapists**

- (a) Progression through the salary steps for speech language therapists (SLTs) up to the top step for the relevant qualification maximum for that SLT shall be on an annual basis from the date of appointment, dependent on competent performance as attested by the principal;
- (b) Notwithstanding subclause 3.8(a), non-graduate SLTs shall, after two years on step 13 and subject to competent performance as attested annually by the principal, receive one permanent unit. An SLT in possession of a unit at the time that they attain Q3+ status shall retain the salary unit, as they have already complied with intention of this clause.

### **3.9 Salary Maxima**

Except as provided for in clause 3.12.7, the maximum salary available to an employee shall be the relevant maximum for the employee's qualification group.

### **3.10 Recognised Qualifications**

#### **3.10.1**

- (a) The qualifications chart sets out recognised qualifications for the purposes of determining entry points into the salary scale. The full qualifications chart is available on the Ministry website.
- (b) The basic qualification for primary teaching is the NZ Diploma of Teaching or a 3 year pre-service teaching degree.
- (c) Teachers are assessed on the highest qualification held.
- (d) Qualifications obtained overseas are assessed in relation to the nearest equivalent NZ qualifications.
- (e) Trained teachers who have completed two or more qualifications rated Q3 e.g. BA and BSc from different subject areas requiring a minimum of 4 years full-time study are placed in salary group Q4 and enter the scale on Step 8.

#### **3.10.2**

The qualifications chart will be reviewed and any additional qualifications added as required (no more than annually) by the Secretary for Education following consultation with the NZEI as follows:

- (a) The Secretary for Education will advise the NZEI at least one month prior to the annual review of the qualifications chart of the new qualification(s) to be considered for inclusion in the chart and the qualification group proposed for each new qualification under consideration;

- (b) The NZEI will within one month of receiving this information advise the Secretary for Education of any qualification(s) they wish to see included and the qualification group proposed;
- (c) The parties will then meet to discuss the proposals and endeavour to reach an agreement on the proposals;
- (d) In the event that agreement is not reached, the Secretary for Education may amend the qualifications chart, as he/she deems appropriate, having regard to the consultation process;
- (e) Any changes to the qualifications chart will be notified in the Education Gazette;
- (f) The Secretary for Education shall not delete any qualifications from the qualifications chart without the agreement of the NZEI.

### **3.11 Recognition of Improved Qualifications**

- (a) Upon obtaining the appropriate qualifications for Q2, Q3, Q3+, Q4 or Q5, a teacher shall be entitled to progress annually to the appropriate qualifications maximum, providing the teacher meets the requirements for progression.
- (b) Teachers who improve their qualification(s) shall, on the effective date of improving the qualification(s), receive at least the minimum commencing step for the new qualification(s). The effective date for the improvement of qualification(s) to a higher group in this situation is:
  - (i) Where qualifications are improved at the end of the academic year - the commencing date of the following school year, that is 28 January; or
  - (ii) Where qualifications are improved during an academic year - the date of the official notification from the relevant tertiary provider of achievement of qualification.
- (c) Teachers who, in accordance with (a) above, have been held at the maximum point of the salary scale for their qualification group for one or more years of service for salary purposes and who subsequently improve their qualification(s) shall be entitled to progress one salary step towards the maximum step of their new qualification group from the effective date of improving their qualification(s). This date shall become their new anniversary date for salary progression purposes.  
The effective date for the improvement of qualification(s) to a higher salary group is the date of official notification from the relevant tertiary provider of achievement of qualification

### **3.12 Units**

- 3.12.1 Boards will be entitled, in any one school year, to a number of units for the purposes of management, responsibility, recruitment, retention and/or reward, generated by formula in the Education (School Staffing) Order for the time being in force. The employer shall consult with teachers in developing a policy to determine the use of units. Up to 40% of the units may be allocated on a fixed term basis.
- 3.12.2 Units are paid at the rate of \$3,650 from 4 July 2007, \$3,800 from 2 July 2008 and \$4,000 from 1 July 2009 and are additional salary regardless of the level of aggregation. They are paid at the substantive rate (i.e. not divisible) to both full-time and part-time teachers. The only circumstance in which the units may be proportioned is in an approved full-time job share position.
- 3.12.3 Any extra units allocated on the basis of increased staffing provisions resulting from an increase in the school's roll during the year shall be allocated as fixed term units. Any such units will have the end of the school year as their end date.
- 3.12.4 An appropriate number of permanent additional units shall be allocated to teachers holding positions, outside entitlement, described as at 1 February 1998 as follows:
  - (a) Senior teachers special duties (in normal schools);
  - (b) Senior teachers in country model schools;
  - (c) Attached teachers holding "G scale" positions;
  - (d) Senior teachers in attached classes or units; and
  - (e) Resource and Regional Health School teachers pursuant to clause 3.1.8 and 3.1.9

- 3.12.5 In schools where the total of entitlement and attached staffing is 21 FTTEs or less, boards may designate no more than two teachers, holding permanent units, "deputy principal" or "assistant principal". Where the total of entitlement and attached staffing exceeds 21 FTTEs, boards may designate no more than three teachers, holding permanent units, "deputy principal" or "assistant principal".
- 3.12.6 Subject to clause 3.12.5, teachers who have been designated by the board "deputy principal" or "assistant principal" shall be paid at Q3 maximum on the base scale plus any units, of whatever type, allocated to them. Other teachers who have been allocated units shall be paid at their current step on the base scale plus any units, of whatever type, allocated to them. Teachers designated by the board "deputy principal" or "assistant principal" and who meet the criteria for Q3+, Q4 or Q5 (as defined in 3.3) shall be paid at Q3+ maximum plus any units, of whatever type, allocated to them.
- 3.12.7 Except as provided for in clause 3.12.6 above, teachers holding permanent units and who meet the criteria for Q3+, Q4 or Q5 (as defined in 3.3) shall be entitled to progress pursuant to clause 3.6.2, 3.6.3, 3.7 and 3.8 to the Q3+ maximum of the base scale.
- Except as provided for in clause 3.12.6 above, teachers holding permanent units (including permanent additional units) shall be entitled to progress pursuant to clause 3.6.2, 3.6.3, 3.7 and 3.8 beyond their qualifications maxima, to Q3 maximum of the base scale provided that:
- (a) Where such teachers have gone beyond their qualification maximum they shall revert to that qualification maximum if their permanent units are lost through voluntary relinquishment or acceptance of a position without permanent units;
  - (b) Where such teachers subsequently regain permanent unit(s) they shall also gain an immediate base scale increment (if not already at Q3 maximum of the scale) and will become eligible for any further increment(s) due from the anniversary of that date.
- 3.12.8 Fixed term units, allocated for any reason, will be paid in addition to the teacher's rate of pay, including any permanent units.
- 3.12.9 At the time of allocating a fixed-term unit or units, the employer shall specify in writing the period of time for which the teacher shall be entitled to that fixed-term unit or units, and the particular assignment or task to be undertaken for which the fixed-term unit or units has been allocated.
- 3.12.10 The entitlement to that fixed-term unit or units shall cease at the expiry of the specified period of time or on the completion of the specified assignment or task.
- 3.12.11 The employer may reallocate a fixed-term unit or units to the same or another teacher for a further period of time or for a further particular assignment or task.
- 3.12.12 Teachers allocated only fixed-term units shall be entitled to progress pursuant to clauses 3.6.2, 3.6.3, 3.7 and 3.8 to their qualification maximum on the base scale.

### **3.13 Allowances**

In addition to base salary the following allowances apply:

### **3.14 Grandparented Service Increment**

- (a) A permanent employee on 1 July 1992 who received a service increment shall maintain that entitlement at a rate of \$1,641 per annum while the employee remains in a position covered by this Agreement.
- (b) Teachers from area or secondary schools who were in receipt of a service increment under their appropriate Contract as at 10 September 1992 who then transfer to the primary service shall receive the primary service increment of \$1,641 per annum.
- (c) A short break in service (being less than six months) for any teacher in receipt of the service increment will not affect eligibility for the service increment.
- (d) Approved paid leave and unpaid leave, parental leave, and leave for childcare purposes of less than five years will not affect eligibility for the service increment.

- (e) Teachers who move from employment with one board to another board will continue their entitlement to the service increment unless there is a break in service of six months or more (other than a period of leave described in (d) above).

### **3.15 Higher Duties Allowance – Acting in a Higher Position Other Than Principal**

- (a) A higher duties allowance shall be paid to an employee who acts up for more than 8 consecutive working days in a position with a higher salary.
- (b) The amount of the higher duties allowance shall be:
  - (i) An additional 5% on the employee's existing salary (excluding allowances) for periods where the employee acts up for up to one term;
  - (ii) The difference between the employee's existing salary (excluding allowances) and the rate for the position the employee is acting in but not more than the rate which is equivalent to up to a maximum of three units above the employee's existing salary (excluding allowances) where the employee acts up for one full school term or more.
- (c) The allowance shall be paid from the first day of acting up, including the first 8 days.
- (d) An employer may agree that the duties of the higher position may be shared between two employees for the duration of the period of acting in a higher position. Where this occurs the employer will advise the hours assigned to each employee and they will be paid on a pro rata basis according to (f) below
- (e) This allowance shall be included in the employee's salary in order to calculate appropriate holiday pay for that employee.
- (f) The 'rate for the position' is the salary the employee acting up would receive should they be permanently appointed to the position but not less than the rate for their current position.

### **3.15A Acting Principal**

- (a) Where a teacher relieves in the position of principal for a period of more than two weeks, payment for the period concerned shall be an allowance representing the difference between his/her salary (if any) and the base salary rate that would be payable if the teacher was appointed to the position of principal but shall not be less than the rate of salary in the teacher's own position.
- (b) The allowance shall be paid from the first day of acting up including the first two weeks.
- (c) This allowance shall be included in the teacher's salary in order to calculate appropriate holiday pay for the teacher.

### **3.16 Mobile Reserve Allowance**

3.16.1 A base scale teacher appointed to mobile reserve position is entitled to:

- (a) An allowance of \$2,537.33pa.; and
- (b) An additional allowance of \$2,711pa, which can be increased to \$3,254pa. If there is an agreement on a fixed term of appointment and the employee remains in their position for the agreed period. This additional allowance is payable in a lump sum on the anniversary of appointment.

3.16.2 Mobile reserve teachers required to live away from the base school may be paid a boarding allowance at the rate of \$263.20 per annum.

3.16.3 Mobile reserve teachers shall be provided with reasonable furniture and furnishing for any period that the employee is required to live in otherwise unfurnished accommodation. The furniture and furnishings are not, however, the property of the employee.

3.16.4 A mobile reserve teacher who is required to live away from his/her usual place of residence may be refunded expenses incurred in taking up an appointment and returning home at the end of the relieving appointment as follows:

- (a) Actual and reasonable travel expenses by the most economical route;
- (b) Actual and reasonable accommodation expenses where an overnight stay is unavoidable;

(c) Meals in transit.

Note: Attention is drawn to the provisions of the Emergency Staffing Scheme in the Funding Staffing and Allowances Handbook. A teacher cannot receive both the Mobile Reserve Allowance and allowances provided under the Emergency Staffing Scheme.

### 3.17 Isolation Allowance

3.17.1 An employee whose work requires that they reside permanently at a locality designated as isolated will receive an isolation allowance at the prescribed rate.

3.17.2 An isolation allowance will be paid fortnightly and during:

- (a) Periods of annual leave, whether or not the employee remains in the isolated locality;
- (b) Any absence from the isolated locality on sick leave or other paid leave of up to seven consecutive days;
- (c) Periods where an employee goes to another locality and is paid a school camp allowance.

3.17.3 Part-time teachers will be paid the isolation allowance on a pro rata basis.

3.17.4 Where an employee:

- (a) Immediately prior to the introduction of the isolation allowance was being paid a "remote allowance"; or
- (b) Before 2 April 1982 was appointed to a locality in which, but for the provisions of this Agreement would have received a "remote allowance" and where residence in that same locality does not now qualify for an isolation allowance: that employee shall nevertheless be paid an allowance, at the rate to which they would have been entitled, as a "remote allowance" until such time as either:
  - (i) S/he moves; or
  - (ii) Residence at that locality ceases to qualify for a "remote allowance"; or
  - (iii) Residence at that locality entitles the employee to an isolation allowance payment.

The rates for this "remote allowance" for employees will be fixed at \$109.01.

3.17.5 The isolation allowance rates for employees whose full-time residence is in a locality which has a population of less than 300 are:

			Basic Rate Per Annum (\$)
(a)	<b>Category 1</b> 60-100km from a population centre of greater than 1,500 persons will receive:		\$616
(b)	<b>Category 2</b> 101-150km from a population centre of greater than 1,500 persons will receive:		\$1,034
(c)	<b>Category 3</b> 151-200km from a population centre of greater than 1,500 persons will receive:		\$1,547
(d)	<b>Category 4</b> 200km from a population centre of greater than 1,500 persons will receive:	<b>A</b> <b>B</b>	\$3,032 \$2,173
(e)	<b>Category 5</b> Employees whose full-time residence is located on an off-shore island will receive:	<b>A</b> <b>B</b> <b>C</b> <b>D</b>	\$2,058 \$1,547 \$1,034 \$616
(f)	<b>Category 6</b> Employees whose full-time residence is a locality on the category 6 list held by the Ministry of Education and the NZEI shall receive the appropriate allowance on that list.		

3.18.1

**Staffing Incentive Allowance**

Additional salary at the rate of \$1,000pa shall be paid to teachers who are not in receipt of the Priority Teacher Supply Allowance and who meet one of the following criteria;

- (a) All full-time teachers appointed to advertised positions in schools designated as having serious staffing difficulties;
- (b) All full-time teachers in schools approved because of location;
- (c) All full-time long-term and other relieving teachers who serve in an approved school or schools for a minimum period of two consecutive school terms.

3.18.2

**Priority Teacher Supply Allowance**

- (a) The Priority Teacher Supply Allowance (PTSA) provisions below shall apply only to teachers employed in decile one or decile two Priority Staffing Status (PSS) schools.
- (b) Full time fully-registered teachers employed on a permanent or long term relieving basis of two consecutive terms or more and who have been attested as having met the professional standards (i.e. the fully-registered teacher, experienced teacher or deputy principal and assistant principal standards as appropriate) shall be entitled, from the date of appointment, to receive the PTSA of \$1,500 per annum.
- (c) Full-time provisionally registered teachers or teachers registered subject to confirmation who are employed on a permanent or long term relieving basis of two consecutive terms or more will receive, from the date of appointment, the allowance at the rate of \$1,000 per annum until such time as they are fully-registered and attested as having met the fully-registered teacher professional standards.
- (d) PSS schools are those schools in the regions set out in the Ministry of Education's *Resourcing Handbook (Chapter Four: Payments to Individuals)* and may be changed by the Ministry as priority needs shift.
- (e) The Priority Teacher Supply Allowance is not payable to any teacher in a position approved for Priority Staffing Status on the basis of severe difficulty in recruiting to that position.
- (f) Teachers moving to a position in which they will be eligible to receive the Priority Teacher Supply Allowance are entitled to either the National Relocation Grant (as set out in the Ministry guidelines on Teacher Supply Initiatives) or to the transfer and removal provisions of this Agreement. On completion of a minimum of three years continuous service in one or more decile one or two PSS schools a teacher shall have access to the transfer and removal provisions of this Agreement when moving from this category of school to another teaching position in a state or integrated school.
- (g) In the event that a region is removed from the PSS coverage, or when as a result of a reassessment a school is no longer rated as decile one or two, teachers who were in receipt of the Priority Teacher Supply Allowance prior to that change or reassessment, shall continue to receive the allowance until the end of the school year. Teachers who are so affected shall retain their entitlement to the transfer and removal provisions of this Agreement for a further three years.

**3.19**

**Māori Immersion Teaching Allowance (MITA)**

3.19.1

All full-time teachers, as defined in clause 1.6.7 of this Agreement, teaching in Māori immersion classes at levels one, two or three as defined in Schedule 1 to this Agreement shall receive additional salary at the rate equivalent to that of a unit per annum.

3.19.2

All full-time, non-registered, untrained employees, as defined in clause 1.6.8 of this Agreement teaching in Māori immersion classes at levels one, two or three as defined in Schedule 1 to this Agreement shall receive additional salary at the rate of \$1,500 per annum.

**3.20 Special Duties Increment Allowance**

An employee appointed to a permanent or relieving position (minimum appointment period - one term) in approved types of special classes or schools, health camps, hospital classes in approved schools with special teaching problems and employees appointed to Resource Teacher: Learning and Behaviour positions, shall be paid a special duties allowance of one additional salary step or, if the employee is on or beyond the maximum step of their qualification group, additional salary of \$995 per annum.

**3.21 Bus Controller's Allowance**

An employee appointed bus controller for a school district who undertakes the full duties of bus control as determined from time to time by the employer shall be paid additional salary at the rate of \$3.72 per day for the first route and \$1.30 per day for each additional route thereafter.

**3.22 Normal School Allowance**

- (a) A full-time permanent or relieving teacher (employed for at least one year) in a normal or a model school is to receive additional salary of \$2000 per annum.
- (b) The provisions of this subclause shall not apply to an employee in a special class or a hospital class attached to a normal school, or to a provisionally registered teacher except with the approval of the College of Education which shall only be given where those teachers are actually participating in the school's programme for the training of trainees.

**3.23 Associate Teacher Allowance**

**3.23.1** An associate teacher allowance of \$51.60 per trainee week shall be paid under the following provisions:

- (a) The following definitions shall apply:
  - (i) 'Trainee' means a teacher trainee, or teacher on a course of retraining, at a college of education or teacher training provider approved and accredited under the provisions of the Education Act 1989 or a teacher undertaking a full-time course of specialised training;
  - (ii) 'Associate teacher' means a teacher employed by a board of trustees, approved by a college of education or other teacher training provider approved and accredited under the provisions of the Education Act 1989, to assist in the practical training of trainees under conditions defined by the provider.
- (b) For each trainee week, namely each week each trainee is posted to an associate teacher's classroom for at least four teaching days, the teacher shall be paid at the rate specified above;
- (c) Employees who are not associate teachers but are required to have trainees in the classroom for up to eight student weeks in any one year shall, except when the time spent in the one classroom by one or more trainees is less than four teaching days a week, be entitled to payment in accordance with the rate specified above;
- (d) Where the approved teacher training provider approves the posting of trainees for a period of less than four teaching days a week, then payment shall be made in accordance with the rate specified above on the basis of the aggregation of those periods;
- (e) The associate teacher allowance is payable to teachers who are not necessarily involved in classroom related duties but who otherwise satisfy the provisions of this clause;
- (f) The associate teacher allowance shall be payable at a daily rate for a trainee once four days have been completed with that trainee pro rated on the rate specified above. The first four days will also qualify for payment;
- (g) The associate teacher allowance shall not be payable to an employee receiving the normal school allowance.

### **3.24 Compassionate Grant**

3.24.1

- (a) A compassionate grant shall be paid by employers to a partner, or if there is no partner, to the next of kin of an employee who dies while employed in the state teaching service. Compassionate grants are calculated as a proportion of the annual rate of salary (including any permanent salary allowances) payable to the employee at the time of death as follows:

<b>Length of Service (in New Zealand State Schools)</b>	<b>Proportion of Annual Salary Rate</b>
20 years or more	One-eighth
10 years but less than 20 years	One-twelfth
Under 10 years	No grant payable

For the purposes of this clause, "service" means service in New Zealand state schools.

- (b) Service must be continuous except that intervals of up to one year may be bridged and service aggregated, but the intervals do not count as service. If an interval exceeds one year, the qualifying service commences afresh after the interval.

### **3.25 Payment of Salaries**

3.25.1

#### **Payment of salaries – permanent employees**

The salaries of employees shall be paid fortnightly and the gross salary for a full pay period is calculated as 14/365ths of the annual salary rate. For broken periods the calculation is the number of days due multiplied by the annual rate and divided by 365. Gross salary comprises all salary and allowances (temporary and permanent).

3.25.2

#### **Payment of Salaries - Long Term Relievers**

- (a) Long-term relievers employed in excess of six weeks shall be paid a salary at the appropriate rate specified in this Agreement.
- (b) If due, the following allowance(s) shall be paid in addition: boarding allowance; isolation allowance; special duties increment allowance; staffing incentive allowance.
- (c) Long-term relievers employed for one year or less shall be entitled to the provisions of this document as specified.
- (d) A long-term relieving teacher appointed to a relieving position for a period of at least one year shall be regarded as a permanent appointment in terms of the provisions of this Agreement except for the staff surplus provisions in Appendix Four.

3.25.3

#### **Payment of Salaries - Short Term Relievers**

- (a) Short-term relievers employed shall be paid at the rate of 1/190 of the appropriate annual salary for each day worked (inclusive of holiday pay). Provided that the maximum daily rate payable for relievers employed for no more than 6 weeks shall not exceed 1/190 of step 10 on the base scale.
- (b) A reliever shall, wherever possible, be entitled to be paid within the current or immediately following pay period.
- (c) If employed on an hourly basis, this proportion shall be 1/950 of the applicable annual rate to a maximum of step 10 on the base scale (inclusive of holiday pay); provided no reliever so employed shall be paid for less than 2 hours per day of relief and, if there is a break in duties of one and a half hours (1.5) or more, an allowance equivalent to one (1) hours pay shall be paid.

3.25.4

#### **Method of Payment**

Salaries shall be paid fortnightly by direct credit to the employee's nominated bank account. However individual employees may on religious or ethical grounds apply in writing to the Secretary for Education to be paid by cheque.

3.26

#### **Holiday Pay (Permanent and Long Term Relieving Employees)**

Holiday pay is based on the school year and is not payable beyond 27 January. For holiday pay purposes, an employee's service in a school year comprises all paid service including weekends and statutory holidays, but not school vacations.



Calculation of holiday pay during the year is made to the nearest day and when a half-day is involved the calculation is made to the benefit of the employee. In calculating holiday pay the following rules apply:

- (a) Holiday Pay = 30% of the number of days of service in a school year defined above.
- (b) If a permanent employee has had leave without pay for a period exceeding five consecutive days, the holiday pay to be deducted is based on the total number of days without pay.
- (c) When an employee resigns, any half-day resulting from calculation of holiday pay is to the benefit of the employees.
- (d) When a school closes on a Friday and the vacation commences on the Monday following, the intervening weekend is school time and not vacation time.

The number of days holiday pay is counted from the beginning of the vacation. Deductions of holiday pay are made from the end of the vacation.

This provision shall also apply to long term relieving employees appointed to relieving positions for a term of one year or less.

### **3.27 Part-time Employees**

3.27.1 The salary of a part-time employee shall be a proportion of the rate in the base scale applicable if employed full-time, excluding any additional allowances.

#### **3.27.2 Temporary Change in Hours**

Where a part-time employee increases the number of weekly class contact hours (but less than full-time) for a period of up to four weeks, the additional hours shall be paid on the basis of 1/1,000 of the employee's annual rate (this rate is inclusive of holiday pay).

#### **3.27.3 Long-term Change in Hours**

Where a part-time employee increases weekly class contact hours (but less than full-time) for a continuous period exceeding four weeks, an appropriate pro rata adjustment shall be made. Holiday pay is calculated each term, as per clause 3.23.3. Where there has been a long term change in hours during the term, holiday pay is to be paid according to the average hours worked during the term.

#### **3.27.4 Part-time Employees who Temporarily Work Full-time**

Where a part-time employee works full-time for a period of one week or more, payment shall be made on a full-time basis. Payment during vacations for holiday pay shall be made at the full-time salary rate for a period equal to 30 % of any period or periods in which the employee worked full-time and the balance of vacations should be paid at the normal pro rata rate.

#### **3.27.5 Increments**

- (a) Part-time employees shall receive increments, where applicable, under the same conditions as full-time employees.
- (b) Salary credit is for class contact hours only. If employment is less than 20 hours per week, each complete 1,000 hours is equivalent to one year's full-time teaching.

#### **3.27.6 Credit as Full-time Service**

For incremental purposes, 20 hours a week or more are credited as full-time salary service. This service is counted as for full-time employees. Part-time service less than 20 hours a week, performed since the last increment was paid, may be counted towards the next increment on the basis of one month's credit for each 80 hours worked.

### **3.28 Payments for Recruitment, Retention and Responsibility**

3.28.1 Boards may make payments to teachers from operational funding for reasons of recruitment, retention or responsibility with the objective of enhancing educational outcomes.

3.28.2 The allocation of the payments is made after consultation with the teaching staff and where there is agreement between the employer and the teacher being offered the payment.

- 3.28.3 The payments are valued at \$2,750 per annum, are divisible by two, and paid fortnightly with base salary. The payments do not allow a teacher to progress past their salary qualification maximum nor do they attract surplus staffing protection provisions. They attract GSF employer subsidies if they are permanent or are for a fixed term of 24 months or more.
- 3.28.4 The payments may be allocated on a permanent or a fixed term basis, including for the duration of a special assignment or project. Where the duration of payment is for a fixed term, this shall be specified at the time of allocating the payment and the entitlement shall cease at the expiry of the specified period, or on completion of the special assignment or project.
- 3.28.5 A permanent recruitment, retention and responsibility payment may be withdrawn on two term's notice by the board.

### **3.29 Tutor Teacher Allowance**

- 3.29.1 A tutor teacher is a teacher who has met the fully registered or experienced teacher professional standards in this agreement as appropriate and is designated as being responsible for providing an advice and guidance programme to a provisionally registered first or second year teacher working towards full registration. The responsibilities of a tutor teacher include assisting the provisionally registered teacher to meet the registration requirements.
- 3.29.2 A Tutor Teacher Allowance of \$2,000 is payable to a designated tutor teacher while they are responsible for a permanently appointed or long-term relieving first or second year provisionally registered teacher or teachers provided that the total combined hours worked by the provisionally registered teacher(s) are at least 0.8 FTTE, provided that the tutor teacher is not receiving at the same time an allowance payable under the provision of 3.29.3
- 3.29.3 A tutor teacher allowance of \$1,000 is payable to a designated tutor teacher while they are responsible for a permanently appointed or long term relieving first year provisionally registered teacher where the hours worked by the provisionally registered teacher are 0.5 FTTE or greater but less than 0.8 FTTE, provided that the tutor teacher is not receiving at the same time an allowance payable under the provision of 3.29.2.
- 3.29.4 A tutor teacher may be responsible for tutoring more than one provisionally registered teacher concurrently, but shall only receive one payment of the allowance.
- 3.29.5 Only one teacher may be designated as being responsible for tutoring any provisionally registered teacher at any one time.
- 3.29.6 The designation of tutor teacher shall be for no more than one school year on each occasion.
- 3.29.7 Where the provisionally registered teacher is employed for part of a year, e.g. one term, the allowance shall be paid to the tutor teacher for that part of the year only.

### **3.30 Classroom Release Time (CRT)**

- 3.30.1 Every full time permanent teacher, or long term reliever employed for at least a term, shall receive ten hours classroom release time per term.
- 3.30.2 Every part time teacher employed for at least 0.8 FTTE per week who is either permanently employed or a long term reliever employed for at least a term, shall receive a prorate amount of ten hours classroom release time per term.
- 3.30.3 Every employer shall, in consultation with teachers, develop and maintain a policy for the allocation of classroom release time.
- 3.30.4 Classroom release time will be allocated according to policy developed as described in 3.30.3 above, except where it is not possible for genuine reasons arising at short notice.  
Note: Guidelines for the appropriate use of classroom release time are available on both the NZEI and the Ministry of Education websites.

### **3.31 Sign Language Allowance**

Up to 50 sign language allowances per annum at the rate equivalent to a unit shall be available to full-time teachers as defined in clause 1.6.7 of this Agreement employed at van Asch school and Kelston School for the Deaf, provided that the teacher:

- (i) is not an itinerant teacher of the deaf; and
- (ii) does not receive a unit allocated to itinerating resource teachers of the deaf;  
and
- (iii) is required to hold a graduate qualification in Special Education (Hearing Impaired,) or any other equivalent qualification specifically focused on teaching of the hearing impaired; and
- (iv) is employed in a teaching position for which the ability to teach in NZ sign language is a prerequisite.

Only one allowance can be allocated per individual.

**Part 4**  
**Conditions Relating to Leave**

**4.1 Sick Leave**

4.1.1 The employer shall grant sick leave on full pay as set out below. The following sick leave allocation applies to new employees and existing employees as per 4.1.4.

4.1.2 **Minimum entitlement**

An employee who works for the employer for a period of more than six months, or who has service recognised for the purposes of sick leave (as defined in clauses 4.2.1 and 4.2.2) which exceeds 6 months, shall be entitled to 5 days sick leave on pay on account of sickness or injury, in each ensuing period of 12 months. Unused sick leave under this provision may be accumulated and used at a later date but the next year's entitlement cannot be anticipated.

4.1.3 **Additional entitlement**

In addition to the entitlement in 4.1.2, the following sick leave shall be granted:

**Table A**

Period of Service	Additional Days for Each Period
Up to three months	7 days
Over three months and up to six months	7 days
Over six months and up to nine months	7 days
Over nine months and up to five years	5 days
Over five years and up to ten years	19 days
Over ten years and up to 20 years	14 days
Over 20 years and up to 30 years	25 days
Over 30 years	22 days

- (i) Unused sick leave granted under Table A can be accumulated and used at a later date.
- (ii) In exceptional circumstances the employer may grant sick leave with pay in anticipation of future entitlements under Table A, provided that no extension may be granted beyond 106 days. Before approving any such extension the employer shall ensure that any extension complies with any funding arrangements applying to the school.

4.1.4 **Transitional Sick Leave**

An employee who was employed by an employer immediately prior to 1 July 1992 shall have their sick leave calculated on the following basis:

The employee shall be entitled to the balance of the sick leave on pay that the employee was entitled to as at 30 June 1992 as determined from Table B (which table is taken from the 1992/94 Primary Teachers' Collective Employment Contract).

**Table B**

Period of Service	Aggregated Period for which Sick Leave on Pay may be Granted During Service
Up to three months	7 days
Over three months and up to six months	14 days
Over six months and up to nine months	31 days
Over nine months and up to five years	46 days
Over five years and up to ten years	92 days
Over ten years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

- (i) If the balance of sick leave under this clause works out at less than 5 days per year then the employee shall be entitled to up to 5 days sick leave on pay per year.
  - (ii) Once the employee has completed a single period of service in Table B (e.g. over 5 years and up to 10 years) the sick leave on pay provisions in clause 4.1.2 and clause 4.1.3 shall apply. The employee's entry point on Table A shall be worked out according to the employee's years of service (service for this purpose is defined in 4.2.1 and 4.2.2).
  - (iii) Any sick leave entitlement under Table B remaining after the completion of the relevant period of service and any other sick leave entitlements under this agreement shall be accumulated.
  - (iv) In exceptional circumstances the employer may grant sick leave with pay in anticipation of future entitlements under Table B, provided that no extension may be granted beyond 306 days. Before approving any such extension the employer shall ensure that any extension complies with any funding arrangements applying to the school.
- 4.1.5 The provisions of this clause regulate the application of paid sick leave under clauses 4.1 and 4.2:
- (i) Sick leave is to be debited on the basis of days of absence where absence does not exceed five consecutive working days; or
  - (ii) On the basis of continuous days where the absence exceeds five consecutive working days;
  - (iii) No deduction will be made for absences of less than two hours;
  - (iv) Part-time employees shall have sick leave debited only for days normally worked (i.e. ignoring intervening days not worked). Debiting will be on the basis of one full day sick leave for each working day lost provided that where a part-timer is absent for 2 consecutive working days surrounding a weekend, then one weekend day will be debited in addition to the days normally worked.
- 4.1.6 Notwithstanding clause 4.1.1, a short term reliever shall have a sick leave entitlement on the basis of service completed since the last date of permanent employment.
- 4.2 Sick Leave – Miscellaneous Provisions**
- 4.2.1 (i) For the purposes of this clause "service" in relation to the total period of an employee's service means full-time employment as a teacher by an education board, a secondary school board, a school board of trustees, the controlling authority of a technical institute or community college, a free kindergarten association, a college of education, the Department of Education, the Ministry of Education, a university, or an agricultural college; as a teacher in Fiji, the Cook Islands, Tonga, Western Samoa or Niue and active military service. Paid study leave is counted for service purposes. Part-time teaching service is assessed on the basis that 80 hours equal one month's service or 1,000 hours equal one year's service and so on for periods in excess of this. Where part-time service consists of 20 or more class contact hours per week it may be credited as full-time service.
- (ii) From 13 December 2007, clause 4.2.1 (i) shall apply to Speech Language Therapists on the basis that no Speech Language Therapist covered by this agreement or any previous Primary Teachers' Collective Agreement shall have their service prior to this date recalculated as a result of the operation of this clause.
- 4.2.2 Service does not include study time either before entry into the education service or during the period of unemployment, teaching in private schools (except for teachers in integrated schools), teaching overseas (except in the Pacific countries listed in 4.2.1).

- 4.2.3 The employer shall grant up to 20 days per annum sick leave with pay, as a charge against the employee's sick leave, in accordance with this clause when the employee is absent from work to attend a member of her or his household who, through illness, is dependent upon the employee. The employer may grant additional paid leave as a charge against the employee's sick leave in accordance with this clause. For the avoidance of doubt it is declared that members of the employee's household include the employee's spouse or partner, children, grandchildren, parents or any relative or person who is demonstrated to have a dependency on the employee.
- 4.2.4 When in excess of five days sick leave is taken by the employee, for reasons of their own sickness or injury or to care for a member of the employee's household as provided for in 4.2.3, a current medical certificate from a registered medical or dental practitioner must be produced if the employer so requires.
- 4.2.5 Disregarded sick leave not exceeding an overall aggregate of two years shall be granted by the Secretary for Education in the following circumstances:
- (i) The sickness can be traced directly to the conditions or circumstances under which the employee is working; or
  - (ii) The injury was suffered by the employee in the discharge of duties through no fault of the employee; and in circumstances where payment has not been made by the Accident Compensation Corporation; or
  - (iii) In the opinion of the Secretary for Education, the absence was due to war injury or to war service; or
  - (iv) The absence was due to the employee contracting a disease which, in the opinion of the Secretary for Education, was for the time being epidemic, or by reason of the employee being in contact with a person suffering from such a disease and being required to undergo a period of isolation in accordance with a decision made under regulations administered by the Health Department. In the case of hepatitis, however, the period the disregarded sick leave is the time that the employee's doctor decides is necessary for the employee to remain away from school.
  - (v) Any employer who grants disregarded sick leave without first receiving written concurrence from the Secretary for Education shall be liable for the payment.
- 4.2.6 An employer may grant an employee who contracts tuberculosis disregarded sick leave with full salary for a period of up to six months in addition to any period of leave of absence on account of sickness or injury to which the employee is entitled with full salary in accordance with the scale set out in clause 4.1 above if the employee enters, or is placed on a waiting list for entry to a recognised institution.
- 4.2.7 Notwithstanding 4.2.6 above, holders of long term relieving appointments and employees available for and eligible for future permanent appointments shall only be granted disregarded sick leave, as provided for in 4.2.5 above, where they have been in continuous employment before the date of application and have been medically examined before entry into the teaching service.
- 4.3 Parental Leave**
- Note clauses 4.3.1 – 4.3.8 provide a general summary of an employee's rights under The Parental Leave and Employment Protection Act 1987. Employees are encouraged to contact the Employment Relations Service on 0800 20 90 20 for more information on parental leave.*
- 4.3.1 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply, except in the case of superior provisions listed below.
- 4.3.2 The Act provides entitlements to prospective parents, including those adopting a child no more than 5 years of age, who meet specific criteria, as set out in the Act. Those entitlements are:
- (a) Maternity leave of up to 14 weeks;
  - (b) Special leave (pregnancy-related) of up to 10 days;
  - (c) Paternity/partners leave of up to 2 weeks;
  - (d) Extended leave of up to 52 weeks;
  - (e) Up to 14 weeks of parental leave payments.
- 4.3.3 An employee's employment is protected while they are on an approved period of parental leave.

- 4.3.4 Employees are eligible for maternity leave, special leave, paternity/partners leave and the IRD paid parental leave payments if they have been employed by their employer for an average of at least 10 hours a week, with at least one hour in every week or 40 hours in every month, for the preceding 6 or 12 months immediately prior to the due date or date of adoption(s).
- 4.3.5 Employees must have been employed by their employer for an average of at least 10 hours a week, with at least one hour in every week or 40 hours in every month, over the preceding 12 months immediately prior to the due date or date of adoption(s).
- 4.3.6 Employees concurrently or consecutively employed by more than one board of trustees are treated as being employed by a single employer.
- 4.3.7 The Act has strict notice requirements regarding taking parental leave and intention to return to work. For clarity, when applying for parental leave the employee must specify the date upon which she/he will return to work. At least 21 days prior to this date the employee must notify the employer in writing of their intention to return or not return to work. Except in the case of 4.3.8 below, employers are not obliged to allow the employee to return earlier or later than the date the employee has specified in their original letter applying for parental leave.
- 4.3.8 Where the employee has suffered a miscarriage or a still birth the employee can elect to return to work immediately.
- 4.3.9 In addition to an employee's rights under the Act, the following shall apply:
- (a) Employees intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;
  - (b) Maternity leave may commence at any time during the pregnancy, subject to the employee giving the employer one months notice in writing supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner.
  - (c) Any maternity leave taken will not count against the extended leave entitlement;
  - (d) A female employee with less than 52 weeks' service shall be entitled to 26 weeks leave from the date of birth and may be granted up to 26 weeks additional leave at the discretion of the employer.
- 4.3.8 **Maternity Grant**
- (a) The maternity grant is payable to a female employee on production of a birth certificate or evidence of an approved adoption placement. This entitlement is payable if the employee qualifies for maternity leave or resigns because of pregnancy or adoption, except as follows: The maternity grant is not payable where a teacher has not produced a medical certificate confirming pregnancy, or confirmation from the relevant government department of suitability as an adoptive parent, before commencing leave or resigning. No provision is made for payment of a maternity grant in the case of a miscarriage.
  - (b) The amount of the grant is calculated on the basis of six weeks full salary at the rate applicable, at the date of birth (or placement in the case of adoption), to the position from which the teacher was granted leave of absence or resigned as the case may be. However, a woman who works less than full normal hours for a short period only, prior to her taking parental leave, may have her case for full payment considered by the employer. When a teacher is absent on parental leave for less than six weeks (30 working days), the full grant equivalent to six weeks salary is still payable. The maternity grant is not reduced because salary is being received.
- Note: Employees on parental leave have access to the surplus staffing provisions of this Agreement.
- 4.4 Bereavement/Tangihanga Leave for Death in New Zealand or Overseas**
- 4.4.1 An employer shall approve special bereavement/tangihanga leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga, or its equivalent.

- 4.4.2 In granting leave the following must be taken into account:
- (a) The closeness of the association between the employee and the deceased (Note: This association need not be a blood relationship);
  - (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
  - (c) The amount of time needed to discharge properly any responsibilities or obligations;
  - (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
  - (e) When an unveiling ceremony occurs on a school working day, leave on pay shall be granted.

#### **4.5 Discretionary Leave**

- 4.5.1 The employer may, where there are special circumstances, grant discretionary leave with or without pay to any employee during periods when the school is officially open for instruction, provided that such leave does not unreasonably impinge upon the operational requirements of the school. Before approving any discretionary leave, the employer shall ensure that the granting of such leave complies with any funding arrangements applying to the school in respect of such leave. Leave may be granted for a variety of activities, including for example:

- Accident/illness of a family member\*
- Attending education appointments/interviews
- Civil defence duties
- Court proceedings
- Cultural activities (domestic/overseas)
- Days of significance to Māori (e.g. Ratana Day)
- Disciplinary/grievance/dispute hearings
- Educational courses/conferences/examinations/hui
- Meetings of statutory authorities
- Outward bound courses
- Religious observances (e.g. Jewish New Year or Day of Atonement)
- Sporting activities.

The employer shall give favourable consideration to granting discretionary leave to an employee who is absent from work to attend to a dependant of the employee.

\*Note: A family member is: spouse, partner, child, sister, brother, parent, grandparent, grandchild, kaumatua, mokopuna, tamaiti whangai, matua whangai, near relative, near relative-in-law, a member of the household or a person dependent on the employee.

#### **4.5.2 Jury Service and Witness Leave**

Except where employees are pursuing their own interests or where answering charges against themselves, the employer will grant leave with pay when an employee is required by subpoena to attend court proceedings as a witness or to serve on a jury, provided that where fees are paid, these fees shall be repaid to the employer for repayment to the Public Account.

#### **4.6 Study Leave**

- 4.6.1 Any teacher who applies for and is awarded one of the 75 full time equivalent Study Awards, available nationally each year to all primary teachers and principals, shall be granted leave on pay for the period of the study. The priorities for the awarding of the study awards shall be as determined by the Ministry of Education after consultation with the NZEI Te Riu Roa.
- 4.6.2 In allocating study awards the good employer requirements of s77A of the State Sector Act 1988 shall be considered.
- 4.6.3 Up to five of the 75 awards may be available to teachers or principals who intend to undertake an agreed project of research in education.



#### **4.7 Unpaid Refreshment Leave**

4.7.1 Full-time registered teachers and part time teachers employed for at least 0.8 FTTE per week,, attested at the experienced teacher level against the professional standards in this Agreement, shall be entitled (subject to 4.7.2) to take unpaid refreshment leave of one school term after three years service in the school or up to one school year after five years service in the school. When a period of unpaid refreshment leave has been taken, a further period of qualifying service in the school, from the date of return from leave, is required before the teacher may be considered for further unpaid refreshment leave.

4.7.2 Entitlement to unpaid refreshment leave in clause 4.7.1 is subject to:

- (a) The employer's ability to find a suitable reliever to fill the vacancy created by the teacher taking the leave. A suitable reliever is a teacher who will be able, to the satisfaction of the employer, to relieve in the school during the period of the teacher's leave. The employer shall use reasonable endeavours to find a suitable reliever. Reasonable endeavours in this context means accessing the usual pool of relievers, advertising locally if necessary, and does not mean advertising regionally or nationally, except as required in this agreement to fill a vacancy of one year's duration. It does not require the employer to place more than one advertisement; and
- (b) The teacher not being subject to current competency or disciplinary processes under this agreement., or the Primary Teachers' (including Deputy Principal and Assistant Principals' and other Unit Holders) Collective Agreement 2001-2004 at the time that leave is sought; and
- (c) The maximum number of teachers who can be on unpaid refreshment leave at any one time in a school is calculated as follows:

<b>Number of Teachers in the School (Headcount)</b>	<b>Maximum Number of Teachers Who may be on Unpaid refreshment Leave at Any One Time</b>
Up to 7 teachers	One teacher on leave
8 to 15 teachers	2 teachers on leave
16 to 21 teachers	3 teachers on leave
22 or more teachers	4 teachers on leave

- (d) Where more than the number of teachers provided for in 4.7.2(c) within a school apply for unpaid refreshment leave, the priority will be given to those with the greatest length of service in the school.

4.7.3 Time off on unpaid refreshment leave will count as service for the purposes of salary increments, long service and severance calculations. It will not count for the purposes of sick leave or holiday pay calculations or for entitlement to public holidays.

4.7.4 Where a teacher on unpaid refreshment leave of greater than one term is due an annual increment during the period of their leave, they shall not require attestation for that increment where their last two attestations were satisfactory.

4.7.5 A teacher taking unpaid refreshment leave shall not accept employment as a teacher or principal in another state or state integrated New Zealand school. However, a teacher may agree to undertake occasional day relief work.

#### **4.8 Paid Sabbatical Leave**

4.8.1 A paid sabbatical leave scheme for primary teachers will be introduced according to the following;

- (a) Each period of paid sabbatical leave will be of ten weeks duration paid at the rate of the teacher's normal pay; and
- (b) There will be 40 paid sabbaticals awarded annually from the beginning of term one, 2009
- (c) There will be 50 paid sabbaticals awarded annually from the beginning of term one, 2010.

- 4.8.2 Entitlement to the paid sabbatical leave is subject to the following provisos:
- (a) A teacher must have completed service of at least five years as a teacher, three of which must have been spent in the New Zealand state and state integrated sector to qualify for paid sabbatical leave;
  - (b) Application by the teacher identifying the purposes for which they would use the sabbatical and the likely benefits to the school or the sector more widely
  - (c.) Application by the teacher with the support of his/her principal and school board of trustees; and
  - (d) Paid sabbatical leave may be used for a wide range of purposes including research or study.
- 4.8.3 Operation of the paid sabbatical leave scheme
- (a) The approval of a research proposal and the granting of paid sabbatical leave under the Primary Teachers' Collective Agreement is done by a Sabbatical Award Group which comprises of one nominee from each of the Ministry of Education, the NZEI Te Riu Roa, and NZSTA.
  - (b) The scheme will be transparent and use the selection criteria developed by the Ministry of Education, the NZEI Te Riu Roa and NZSTA, outlined in the Primary Teachers' Paid Sabbatical Leave Scheme Guidelines.
- 4.8.4 Report and publication
- (a) Upon completion of the paid sabbatical leave teachers will submit a report to the Sabbatical Award Group for publication. The report should outline the teachers' experiences and what they have learnt through the paid sabbatical leave to be shared with other primary teachers, thus maximising the benefit to other primary teachers and schools promoting collaboration and sharing of innovation and effective practice and creating a body of research and information available to all primary teachers.

## **Part 5**

### **Reimbursing Allowances**

#### **5.1 General**

Before approving any activities which require the payment or reimbursement of expenses the employer shall ensure that such payment or reimbursement complies with any funding arrangements applying to the school.

#### **5.2 Travelling Allowance**

An employee, other than a Correspondence School employee, required to travel within New Zealand on official business for an absence of more than one day, including attendance at approved staff development courses, educational and sports tours shall be paid a travelling allowance as follows:

- (a) Accommodation/meals - reimbursement of costs on an actual and reasonable basis;
- (b) A daily incidentals allowance of \$7.36.

#### **5.3 Boarding Allowance**

A relieving employee when required to live away from their normal place of residence, shall be paid a boarding allowance of \$268 per annum or a daily relieving allowance of \$42.00 or \$31.50 when staying privately.

#### **5.4 School Camp Allowance**

A daily allowance of \$19.97 is payable to employees, other than Correspondence School employees, in charge of a class or classes attending a school camp.

#### **5.5 Tea Allowance**

A tea allowance of \$54.64 per annum is payable to employees who do not receive free morning and afternoon tea.

#### **5.6 Evening Meal Allowance**

In circumstances where an employee's attendance at a meeting prevents the employee concerned returning home for the normal evening meal, a meal allowance of \$11.56 is payable.

#### **5.7 Transport Allowance for Relieving Employees**

Relieving employees in short term positions appointed for a period of up to 1 term shall be granted assistance towards their daily travelling expenses to and from school as follows:

- (a) If public transport is not available, the employee shall be paid a motor vehicle allowance at the rate of 37c per km for a car and 16c per km for a motor cycle for the distance involved less the first ten kilometres each day; or
- (b) If public transport is available, the cost of fares for the full distance involved shall be refunded to the employee except when the principal or head teacher of the school deems public transport to be unsuitable or the employer requires the employee to travel by private vehicle in which cases a motor vehicle allowance shall be paid to the employee.

#### **5.8 Expenses Incurred in Use of Private Vehicles**

Motor vehicle allowance at a rate of 58c per km for a car and 18c per km for a motor cycle or equivalent public transport fares shall be reimbursed to employees required to use their own vehicles for official business.

#### **5.9 Miscellaneous Expenses**

On the production of receipts, the employer shall reimburse actual and reasonable expenses which have been incurred in the proper performance of the employee's responsibilities and duties under this agreement. Provided that the employee had the prior approval of the employer to both the duties which resulted in the expenses being incurred and the level of those expenses.

## **Part 6**

### **Removal Expenses**

Note: The actual and reasonable expenses are calculated according to Part 6. Employees are reimbursed 100% of the total amount.

#### **6.1 Eligibility**

6.1.1 When an employee transfers in the course of promotion, or moves to or from a school referred to in 6.3 or 6.3A, or moves in terms of the redeployment provisions contained in Part 9 and Appendix Four of this agreement, that employee, on transferring to another housing district, shall be eligible for the reimbursement of 100% of the actual and reasonable expenses arising from the removal of her/his household in the following circumstances. Where the employee requires the transfer of his/her effects and transit insurance the employee must use the service provided by the Ministry. Such a service shall be provided by the Ministry and without cost to the employee. The expenses, where applicable and as specified in clause 6.6 shall include the following:

- (a) Travelling expenses;
- (b) Accommodation expenses including rent subsidy;
- (c) Furniture removals;
- (d) Legal expenses and land agents commission (or advertising costs);
- (e) Penalty mortgage repayment charges;
- (f) Miscellaneous expenses including:
  - (i) A transfer grant;
  - (ii) Leave and expenses for an employee separated from her/his family/household to visit them including to assist with their transfer to the new location;
  - (iii) Expenses for one visit by an employee to inspect rental or purchasable housing in the new location;
  - (iv) Telephone reconnection charges for one phone only.

6.1.2 Employees entitled to the reimbursement of actual and reasonable removal expenses on the basis set out in clause 6.1.1 shall include:

- (a) Full-time permanent and long-term relieving teachers of 12 months or more;
- (b) Teachers in permanent job sharing positions with reimbursement on a pro-rata basis.

#### **6.2 Promotion**

For the purposes of eligibility for reimbursement of removal expenses, a promotion is defined as an appointment to a permanent position or long term relieving position of 12 months or more that has a total number of units greater than the total number of units in the teacher's current position. This total will be the accumulation of permanent units and units allocated for a fixed term of 12 months or more.

#### **6.3 Removal Expenses from Schools Qualifying for the Staffing Incentive Allowance (SIA)**

6.3.1 An employee in a school qualifying for the staffing incentive allowance shall be required to complete a minimum of three years' continuous service in one or more of the schools concerned in order to be eligible for removal services and expenses provided in 6.1.1 when moving from such a school to a permanent position or long term reliever appointment of at least one year in accordance with 3.25.2 (d) in another state or integrated school.

6.3.2 An employee in a school qualifying for the staffing incentive allowance shall retain her/his removal services and expenses provided in 6.1.1 when moving from the school, even if the school loses its classification during the employee's employment there, providing that s/he fulfils the three years' continuous service requirement and is transferring directly to a permanent position or long term reliever appointment of at least one year in accordance with 3.25.2 (d) in another state or integrated school.

- 6.3A Removal Expenses from Schools Qualifying for the Priority Teacher Supply Allowance (PTSA)**
- 6.3.1A An employee in a school qualifying for the PTSA shall be required to complete a minimum of three years' continuous service in one or more of the schools concerned in order to be eligible for removal services and expenses provided in 6.1.1 when moving from such a school to a permanent position or long term reliever appointment of at least one year in accordance with 3.25.2 (d) in another state or integrated school.
- 6.3.2A An employee in a school qualifying for the PTSA shall retain her/his removal services and expenses provided in 6.1.1 when moving from the school, even if the school loses its classification during the employee's employment there, providing that s/he fulfils the three years' continuous service requirement and is transferring directly to a permanent position or long term reliever appointment of at least one year in accordance with 3.25.2 (d) in another state or integrated school.
- 6.4 First Permanent Appointment - Non SIA/PTSA**
- 6.4.1 On first permanent appointment a teacher shall be eligible for the provisions set out in 6.4.2 where they meet the following criteria:
- The teacher is resident in New Zealand at the time of the appointment; and
  - The appointment is within 12 months following graduation from a course of teacher training recognised by the Secretary for Education; and
  - The appointment involves a shift to another housing district.
- 6.4.2 (a) Reimbursement of the cost of surface fares for the teacher and dependants, or the appropriate motor vehicle rate;
- (b) Reimbursement of actual legal expenses up to \$1,000 when a teacher sells a house and buys another within one year of first appointment,
- (c) Use of the service provided by the Ministry for removal of furniture and effects without cost to the teacher.
- 6.5 Employees on Long-term Specialist Courses**
- Employees shall be reimbursed 100% of actual and reasonable removal expenses as per clause 6.1.1 where they shift their household to the course centre.
- 6.6 Removal Reimbursing Expenses**
- 6.6.1 Employees claiming removal expenses shall be reimbursed 100% of the total actual and reasonable expenses claimed. The maximums which can be claimed are:
- 6.6.2 Penalty mortgage repayment - \$2,400.
- 6.6.3 Refund of legal expenses and a land agent's commission (or in advertising costs for private sale) for sale and/or purchase of house:
- (a) Aggregate of \$11,000 when buying and selling;
  - (b) Legal expenses of \$950 when selling but not buying, and \$4,000 when buying but not selling;
  - (c) Land agent's commission (including advertising) of \$6,300 when selling at former location;
  - (d) Advertising costs of \$630 when selling at former location without the services of a land agent.
- 6.6.4 Refund of legal expenses and land agents commission for sale and/or purchase of land:
- (a) Aggregate of \$3,800 for purchase and subsequent sale;
  - (b) Legal expenses of \$500 when selling only;
  - (c) Land agents commission of \$2,000 when selling only.
- 6.6.5 **Transfer Grant**
- (a) A grant of \$1,000 is payable where a teacher is entitled to removal expenses and rents, leases or purchases housing;
  - (b) Rent subsidy will be granted only in respect of a short-term tenancy. The amount of the subsidy is the excess of the rental over one-sixth of the teacher's gross salary. The duration of the subsidy is limited to three months;

- (c) \$300 for each child who is attending a state or integrated school prior to the date of transfer, who attends another state or integrated school after the transfer and for whom a different uniform is required to be purchased (in terms of the new school's policy) because of change of school.

6.6.6 **Travelling Allowance Meal Rate**

		<b>Standard</b>	<b>Reduced (Staying Privately)</b>
<b>A</b>	For each full 24 hour period	\$57	\$28
<b>B</b>	For additional periods less than 24 hours but more than 10 hours	\$57	\$28
<b>C</b>	For additional periods up to 10 hours	\$24	

6.6.7 Motor vehicle allowance rates for removal expenses cents per km:

Motor cars            62c  
Motor cycles etc    18c

Note: Receipts should be produced when claiming expenses.

Note: These provisions shall be applied in accordance with any administrative conditions that were in effect at the commencement of this agreement as modified to reflect the changes made in this Agreement, or are altered as a result of this Agreement.

## **Part 7**

### **Terms and Conditions of Service of Teachers in the Chatham Islands (including Pitt Island)**

#### **7.1 House Rents**

Ministry house rentals for all teachers shall be based on the standard rural rent formula.

#### **7.2 Housing (Other)**

Heavy furniture and blinds, as in the agreed schedule, plus garage/storeroom shall be provided for teacher households. Storage costs shall be met by employing authorities as an official expense for household effects left on the mainland and for freight and effects forwarded back to the mainland before completion of employment on the Chatham Islands, with government bulk storage facilities used as appropriate.

#### **7.3 Fuel and Power**

7.3.1 Coal, diesel and gas shall be provided free of charge.

7.3.2 Teachers shall pay the cost of their domestic electricity consumption depending on the size of their household. This shall be up to the following maximums:

<b>Household Size</b>	<b>Maximum Annual Payment</b>
1 person	\$472.93
2-4 persons	\$716.00
5+ persons	\$803.97

- (a) Where teacher households exceed the maximum domestic electricity consumption cost as provided for in paragraph 7.3.2 above, teachers shall be reimbursed the additional cost by their employing authority.
- (b) The maximum domestic-electricity consumption costs, as provided for above, shall be based on Ministry of Commerce data. The formula shall be based on the average mainland electricity consumption costed at 9.001 cents per unit and shall be expressed as follows:

<b>Household Size</b>	<b>Annual Unit Consumption</b>
1 person	\$5,000
2-4 persons	\$7,570
5+ persons	\$8,500

- (c) The unit price shall be updated as the mainland average changes.

7.3.3 Teachers who are required to run the generator for both the school and their house will receive an allowance of \$4.11 per day.

#### **7.4 Motor Vehicles**

7.4.1 All freight and landing charges shall be paid by employing authorities both ways.

7.4.2 Teachers who transport their own vehicles to the Chatham Islands and Pitt Island shall receive an extra vehicle allowance of \$2,739 per annum.

#### **7.5 Payment of Fares to Mainland for Annual Leave**

Employing authorities shall pay actual or equivalent return air fares by normal air flights to enable teachers and their families to take annual leave on the mainland. For Pitt Island teachers the subsidy shall also cover the associated return air travel between Pitt Island and Chatham Island. This provision is based on the following conditions:

- (a) That teachers shall become eligible for the subsidy on each anniversary of their arrival in the Chathams;

- (b) Teachers may anticipate subsidised leave trips at the Christmas term break if appointed during the school year and may also defer subsidised leave trips until the Christmas break following the completion of a year's school service;
- (c) All family members shall be eligible for the subsidised passage but shall not be required to take them together at the same time;
- (d) A passage order for the full return fare is to be issued to the teacher or the relevant airlines. This shall also cover the case of Pitt Island teachers travelling between Pitt Island and Chatham Island in order to travel to the mainland;
- (e) Teachers are encouraged to take at least a two-week vacation on the mainland whenever a subsidy is paid;
- (f) Where teachers and/or family members elect not to utilise their subsidised passage, this instead, subject to the approval of the employer, shall be able to be used to subsidise the return travel of a family/whanau member from the mainland;
- (g) In addition to annual leave mainland travel, Pitt Island teachers shall be eligible for two return airfares between Pitt and Chatham Islands per annum which shall be based on the same premises as subclause (d) above;
- (h) Subsidised leave passages must be used within a year of their becoming due; if not they are forfeited.

## 7.6 Secondary Schools Allowance

The secondary school allowance shall be based on the following conditions:

- (a) Standard boarding bursary;
- (b) A boarding bursary for the term breaks, excluding December/January, if the pupils do not return to the Chathams for those periods;
- (c) The cost of return air fares for the four term breaks;
- (d) The cost of internal travel between airport and the child's school for the December/January period only;
- (e) For pupils resident on Pitt Island, free passage between Pitt and Chatham Islands at the beginning and end of each school term.

## 7.7 Chatham Islands Allowance

7.7.1 The allowance shall be:

	Basic Rate		
	Basic Rate (\$)	Plus Partner (\$)	Child Supplement (per child) (\$)
Isolation	\$806.56	\$1613.11	
Freight*	\$2662.42	\$4119.96	\$665..64

\*The Freight component will be adjusted to reflect actual costs of the freight component provided in 7.7.2.

- 7.7.2 (a) The freight component, as provided for in subclause 7.7.1 above, shall be based on the following:

	Basic Rate (\$)	Plus Partner (\$)
Shipping Chatham duties, etc.	\$1,058.93	\$1,34.5.61
Freight forwarders	\$211.89	\$269.23
Airfreight	\$404.49	\$808.98
	\$372.70	\$745.39
Sub Total	\$2,048.00	\$3,169.20
Tax Reimbursement	\$614.43	\$950.76
<b>Total</b>	<b>\$2,743.68</b>	<b>\$4,119.96</b>

- (b) The Chatham Island duties, etc shall be calculated on the basis of 20% of the shipping freight cost.



- (c) Freight forwarders shall be calculated on the basis of one cubic metre from the point of purchase to freight forwarders (\$12.39) from freight forwarders to a port of embarkation (\$28.00) at 10 times per annum for the basic rate. Two metres shall be the basis for the basic rate plus partner calculation.
  - (d) Air freight shall be calculated on the basis of its minimum charge of \$14.95 per kilo, per fortnight (two kilos for the basic rate plus partner).
  - (e) Employing authorities may reimburse teachers for other freight costs additional to those provided for in paragraphs (a)-(d) above.
- 7.7.3 The isolation component shall be adjusted annually according to movements in the isolation allowance.
- 7.7.4 The freight component shall be adjusted according to actual movements in freight costs of shipping freight forwarders and air freight plus tax rate changes.
- 7.7.5 Teachers on Pitt Island shall receive an additional freight component of \$688.05 based on 12 flights per annum. This shall be adjusted according to actual cost movements by aviation.
- 7.8 Chatham Islands Removal Expenses**
- 7.8.1 Teachers who are eligible for removal expenses under 8.1 of this agreement shall be entitled to the provisions set out in part 8. Where a service provided by the Ministry of Education for the transfer of their effects and transit insurance is not available, the teacher is eligible for the reimbursement of 100% of the actual and reasonable expenses arising from the transfer of their effects.
- 7.8.2 All teachers are entitled to removal expenses after 2 full years of employment on the Chatham Islands.
- 7.9 Eligibility**
- All teachers recruited from the mainland shall be eligible for these provisions as provided in clauses 7.1-7.8. Teachers recruited locally from the Chatham and Pitt Islands shall also be eligible for the provisions of clauses 7.3, 7.6 and the isolation component of clause 7.7.1 and where that teacher leaves the island at the end of their employment for another position in the teaching service, that teacher shall be entitled to the provisions in clauses 7.4.1 and 7.7.2.
- 7.10 Payment of Fares to Mainland for Professional Development**
- Employing authorities shall pay an actual or equivalent return air fare (not to exceed \$2000) by normal air flight for four permanent full-time teachers per annum for the purposes of professional development. The teacher shall become eligible for the subsidy on each anniversary of their arrival in the Chatham Islands.

## **Part 8**

### **Correspondence School**

#### **8.1 General**

Except as is expressly provided otherwise in this Part the terms and conditions of employment of primary teachers in the Correspondence School are those set out in this Agreement.

#### **8.2 Job Sharing (Instead of 2.2.6 and 2.2.7)**

8.2.1 Teachers may apply to job share in the following situations:

Any two teachers may jointly apply for appointment to an advertised position and be assessed as one applicant. On appointment the position would be a shared position.

On the joint application of two permanent teachers the employer may appoint the two applicants to a shared position without advertising a vacancy.

8.2.2 If one of the joint holders subsequently resigns or retires, the School may:

- Appoint the other holder to the position on a full-time basis without advertising the position.
- With the agreement of the remaining joint holder, appoint a new sharer to establish a new permanent shared position. The new sharer may be any teacher already permanently appointed in the school, or a teacher from outside of the permanent staff; or
- Offer the remaining teacher the right to be permanent part time; or
- Convert the position back to an individual, full-time permanent position.
- If the remaining joint holder declines to take up the full-time position then the employer may advertise the position for a new appointment.

8.2.3 A job sharer's salary is paid on a pro rata basis. Increments shall be as for full-time teachers. Job sharers are entitled to:

- (a) Leave on the same basis as permanent full-time teachers;
- (b) Sick leave as if permanent full-time. Entitlement is based on length of service, irrespective of hours worked. Deductions from the entitlement are made on a consecutive day basis.

#### **8.3 Hours of Work (Instead of 2.10)**

8.3.1 As well as the number of pupils a teacher may be assigned to teach, the hours of work of individual teachers are influenced by factors such as:

- (a) The preparation, evaluation and assessment time that may be generated by those students or by other requirements such as external examination prescriptions or the need to report on the progress of individual students;
- (b) The counselling and pastoral needs of students;
- (c) The administrative responsibilities of individual teachers either in respect of their curriculum or pastoral responsibilities or in respect of the general administration of the school; and
- (d) The extent to which individual teachers may participate in the extra-curricular programmes of the school.

8.3.2 TCS teachers will be expected to complete some of their duties on-site and some of their duties off-site.

8.3.3 In order to carry out their duties in terms of this Agreement it may be necessary for teachers to work for more than 40 hours per week. The normal hours of work for teachers however should, as far as practicable, not exceed 40 hours per week Monday to Friday.

- 8.3.4 Teachers are normally required to be present on the site for at least 35 of their working hours per week. Teachers should, wherever possible, be granted the opportunity of working flexible working hours (i.e. teachers may vary their starting times between 7.00am and 9.00am, and their finishing times between 3.00pm and 6.00pm). This does not preclude the possibility of additional work off-site. A teacher who works flexible hours may be required to keep a record of attendance by the employer. Subject to statutory holidays, and authorised leave of absence, a teacher shall normally observe the hours of work as defined above, except that part-time teachers shall observe such on-site hours as are agreed with the employer.
- 8.3.5 **Lunch break**  
A lunch break of one hour is to be taken generally between the hours of 12.00noon and 1.00pm unless agreed otherwise. This lunch break is in addition to the normal hours of work.
- 8.4 Units (Instead of 3.2 and 3.12)**
- 8.4.1 Units will be allocated to teachers on a permanent basis, to positions with permanent responsibilities, and to individuals given additional responsibilities at a higher level for a fixed period, and may be given to teachers seconded to TCS for a specified period. Positions designated Senior Teacher, Regional Representatives, Team Leader or Curriculum Leader will be assigned units according to the degree of responsibilities assigned to the position.
- 8.4.2 The rate per unit is as per 3.12.2 regardless of the level of aggregation.
- 8.4.3 Teachers who have been designated by the board “deputy principal” or “assistant principal” shall be paid at the Q3 maximum of the base scale plus any units, of whatever type, allocated to them. Other teachers who have been allocated units shall be paid at their current step on the base scale plus any units, of whatever type, allocated to them. Teachers who meet the criteria for Q3+, Q4 or Q5 salary (as defined in 3.3) shall be paid at Q3+ maximum plus any units allocated.
- 8.4.4 Teachers holding permanent units shall be entitled to progress beyond their qualifications maxima, to the maximum of the base scale provided that:
- Where such teachers have gone beyond their qualification maximum they shall revert to that qualification maximum if their permanent units are lost through voluntary relinquishment or acceptance of a position without permanent units;
  - Where such teachers subsequently regain permanent unit(s) they shall also gain an immediate base scale increment (if not already at the Q3 maximum of the scale) and will become eligible for any further increment(s) due from the anniversary of that date.
- Teachers holding permanent units and who meet the criteria for Q3+, Q4, or Q5 salary (as defined in 3.3) shall be entitled to progress pursuant to clause 3.6.2, 3.6.3, 3.7 and 3.8 to the Q3+ maximum of the base scale.
- 8.4.5 Fixed term units, allocated for any reason, will be paid in addition to the teacher’s rate of pay, including any permanent units.
- 8.4.6 At the time of allocating a fixed-term unit or units, the employer shall specify in writing either the period of time for which the teacher shall be entitled to that fixed-term unit or units, or the particular assignment or task to be undertaken for which the fixed-term unit or units has been allocated.
- 8.4.7 The entitlement to that fixed-term unit or units shall cease at the expiry of the specified period of time or on the completion of the specified assignment or task.
- 8.4.8 The employer may reallocate a fixed-term unit or units to the same or another teacher for a further period of time or for a further particular assignment or task.
- 8.5 Leave**  
The reference to “any time when the school is officially closed for instruction” in clause 2.9.3 of this agreement shall be deemed to mean “the term breaks annually gazetted for composite schools” in the case of teachers employed at the Correspondence School who are bound by this agreement.

## **8.6 Off-site Allowance**

All teachers on official Correspondence School business where meals are provided by the employer and who are not receiving the travelling expenses allowance set out in Clause 8.8 shall be paid a \$13.76 per night off-site allowance for each night spent away from home.

When as a result of such business a teacher is unable to return to home or the school (whichever is appropriate) until after 1pm on the final day, but there is no need to stay away for a further night, then the teacher shall be entitled to an \$8.41 off-site allowance in respect of that final day.

Recipients of the off-site allowance are not entitled to the incidentals allowance.

## **8.7 Travelling Allowance (Instead of 5.2)**

An teacher of the Correspondence School required to travel within New Zealand on official business shall be paid, on application (whether by public transport, or with the prior approval of the Board, the use of the teacher's own vehicle) a travelling allowance as follows:

- (a) Accommodation - reimbursement of accommodation costs on an actual and reasonable basis.
- (b) Meals - standard travelling allowance:
  - For each full 24 hour period \$56.97;
  - For additional periods less than 24 hours but more than 10 hours \$56.97;
  - For additional periods up to 10 hours \$24.8.
- (c) Incidentals - incidentals allowance, for each 24 hour period and additional part thereof spent travelling \$7.36.

When the teacher leaves and returns to the teacher's school on the same day, travelling allowance is not payable. Actual and reasonable expenses are payable instead and the incidentals allowance is not payable in these circumstances. For teachers staying privately while on official business, the travelling allowance, accommodation and meal rates as specified below shall apply:

- (i) Accommodation allowance per night \$33.37.
- (ii) Meals:
  - For each 24 hours period \$28.49;
  - For additional periods less than 24 hours but more than 10 hours \$28.49;
  - For additional periods up to 10 hours \$28.49.

## **8.8 Surplus Staffing**

**8.8.1** In the case of a surplus staffing situation arising at the Correspondence School Part 9 of the Agreement shall apply to teachers covered by this agreement except:

- (i) regarding 9.2 (a) the employer shall also advise NZEI which section (or sections) of the School is affected.
- (ii) should redeployment occur in a school other than the Correspondence School the provisions of Part 9 as they relate to redeployment shall apply from commencement at that school.

## **Part 9**

### **Employment Protection and Surplus Staffing Provisions**

#### **9.1 Employment Protection Provisions**

- 9.1.1 'Restructuring' is given the same definition as in section 69OI of the ERA 2000 and includes:
- (a) Contracting out; or
  - (b) Selling or transferring the employer's business (or part of it) to another person; but excludes mergers, and school reorganizations as defined in Appendix Four.
- 9.1.2 Where work undertaken by an employee covered by this Agreement will be, or is likely to be, undertaken by a new employer (whether or not the new employer is an "employer" defined in 1.6) the employer will notify the National Office of NZEI where one or more of the employees affected by the restructuring is a member of the union. In such circumstances the employer will meet with representative(s) of the union to:
- (a) Identify the issues the employee(s) wish to have considered by the new employer;
  - (b) Ensure that all current terms and conditions of employment of the employee(s) are accurately recorded; and
  - (c) Determine the process by which communications to/from the employee(s) will be conducted.
- 9.1.3 The employer will encourage the new employer to agree to the involvement of the union(s) in the processes described in clauses 9.1.4 and 9.1.5 below
- 9.1.4 Having completed the process described in 9.1.2 above, the employer will meet with the new employer to:
- (a) provide the new employer with details of the work currently performed by the employees concerned together with details of the terms and conditions of their employment; and
  - (b) seek a proposal for the employment of the affected employees by the new employer, including clarification of the terms and conditions upon which those employees would be offered employment by the new employer.
- 9.1.5 The following shall be matters for clarification under clause 9.1.4(b) and again should be read in conjunction with the surplus staffing provisions of this collective agreement.
- (a) the number and type of positions that may be offered by the new employer to employees affected by the restructuring;
  - (b) the terms and conditions of employment to be offered to those employees (including whether the employees will transfer to the new employer on the same terms and conditions of employment);
  - (c) the arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees;
  - (d) the arrangements, if required, for when and how offers of employment are to be made to the affected employees and the mode of acceptance, including whether any offers of employment made by the new employer will be conveyed through NZEI.
- 9.1.6 The process to be followed at the time of the restructuring to determine what entitlements, if any, are available for employees who do not transfer to the new employer are set out in the rest of this part. Part 9.1 as a whole shall be read in conjunction with those provisions.

Note: Attention is drawn to the application of the State Sector Act 1988 section 77HA (restriction of compensation for technical redundancy arising from closure or merger of schools).

#### **9.2 Surplus staffing**

##### **(a) Advising the NZEI of Surplus Staffing Review**

When staffing requirements within a school are being reviewed by an employer (including the closure or change of class or designation of a school other than when that school has been closed or had its class or designation changed as the result of a school reorganisation process), the employer shall advise the employees and the NZEI Te Riu Roa and the provisions of clauses 9.A.1 to 9.A.11 shall apply.

(b) **School reorganisation process**

When staff requirements within a school are being reviewed in a school reorganisation process that results in an amalgamation, merger, closure or change of class or designation for that school the provisions of Appendix Four shall apply.

**9A Surplus Staffing - Teachers**

**9A.1 The provisions of clause 9A shall apply to teachers**

**9A.2 Attrition**

When a review shows that a staffing surplus will exist or a reduction in units is required the employer shall, at the first instance, consider in consultation with staff whether this staffing surplus and/or reduction in units can be absorbed by attrition.

**9A.3 Where Attrition cannot achieve the reduction**

If the required number of positions cannot be achieved through attrition and if a surplus staffing situation still exists, an identification of the teacher(s) to be deemed surplus will be made from among permanent teachers, pursuant to clause 9A.9. If attrition cannot achieve the reduction in the units required, clause 9A.4 will apply.

**9A.4 Needs Analysis**

The identification of the surplus teacher(s) and/or the identification of unit holder(s) who are to lose units will be made in the following manner:

- (a) The employer shall conduct a needs analysis in consultation with staff to identify the future management structure, curriculum and other staffing needs of the school which will determine:
  - (i) The most appropriate area(s) for the surplus position(s) to be identified from; and/or
  - (ii) The most appropriate area(s) within the staffing structure for the reduction of units to occur.
- (b) The processes set out in 9A.4(c) and (d) should be co-ordinated in cases where both positions and units are lost. Boards should ensure that the outcomes of the processes set out in 9A.4 (c) and (d) are consistent with the needs analysis.
- (c) For determining the surplus teachers the following process shall apply:
  - (i) If the needs analysis identifies a specific position, the teacher holding that position will be deemed surplus and the provisions of 9A.6 will apply;
  - (ii) Where there is more than one position in the affected area(s) the remaining positions from the affected area(s) will be advertised internally;
  - (iii) The teachers from the affected area(s) will apply for those positions in their respective area(s);
  - (iv) Those positions shall be filled by applicants from the relevant affected area(s).

The teacher(s) not appointed as a result of this process will be deemed to be surplus and the provisions of 9A.6 will apply.
- (d) For determining the unit holders who are to lose units the following process shall apply:
  - (i) If the needs analysis identifies a specific position, the teacher holding that position will be deemed to be the teacher who is to lose or have a reduction in unit(s). That teacher will have access to the salary protection arrangements specified in 9A.5;
  - (ii) If a needs analysis identifies an area(s) involving more than one position, the employer shall develop descriptions of the roles and responsibilities associated with the unit(s), including the number of units to be allocated to each position, which shall be advertised internally. The position(s) shall have the remaining units available in the affected area(s) allocated to them. No teacher shall receive more units than she/he held before the review;

- (iii) Teachers from the affected area(s) shall apply for the positions within the relevant affected area(s);
- (iv) The teacher(s) who loses her/his unit(s) will be the teacher(s) appointed to a position with either a reduced number of units or no units allocated to it. Those teachers will have access to the salary protection arrangements specified in 9A.5.

#### **9A.5 Salary Protection, Dealing with Units and AP/DP Entitlements**

Where a teacher permanently appointed to a position to which unit(s) are allocated loses unit(s) or has the position altered in status because of the application of these provisions, the following salary protection arrangements shall apply:

- (a) Where the allocation has been made on a permanent basis, the period of protection shall be one year while the teacher continues to hold a position in the school;
- (b) Where the allocation has been made on a fixed-term basis, the period of salary protection shall be for the lesser of the term of the appointment agreed or for a maximum of one year while the teacher continues to hold a position at the school;
- (c) In no case under 9A.4 or 9A.5 shall the eventual salary reduction be to a rate less than would otherwise apply had the teacher not been appointed to a position to which unit(s) had been allocated;
- (d) Where a school is required to identify a teacher as surplus and a teacher designated as assistant or deputy principal loses all her/his units as a result of the review of staffing, that teacher designated assistant or deputy principal may volunteer to be considered under the identification process set out in 9A.6 below or elect the provisions contained in 9A.7
- (e) Where the number of unit(s) held by a teacher is reduced, should any subsequent units be allocated to the school that teacher shall be entitled to have those unit(s) allocated to them, up to the number of units held by the teacher prior to the reduction and within the period of salary protection, i.e. within one year of the reduction. Should units be reduced for more than one teacher, those teachers will have any new units allocated to them in the order that the reduction occurred. Where two or more teachers lose units at the same time and subsequently the school gains new units but does not have sufficient units to reinstate units to all the teachers who had their units reduced, those teachers shall be entitled to apply to have their units reinstated. The employer shall decide which of these teachers the new units(s) will be allocated to.

#### **9A.6 Overview of Staff Surplus Options**

- 9A.6.1 The primary focus of these provisions is to retain qualified teachers in the teaching service. Therefore, where a teacher's position is to be disestablished, as a result of the above process, the redeployment and retraining options must in the first instance be thoroughly explored by the employer in consultation with the employee.
- 9A.6.2 The severance and long service provisions will only be offered by the employer after the redeployment and retraining options have been thoroughly explored by the employer in consultation with the employee and these options are considered inappropriate in the circumstances.
- 9A.6.3 Once the surplus teacher(s) have been identified and before the date the surplus staffing takes effect, the options set out below will be considered for permanently employed teachers.
- 9A.6.4 For part time teachers the following provisions only apply if the identification process requires a complete reduction of the hours they are employed to work.
- 9A.6.5 Where the needs analysis requires a part reduction in hours for a part time teacher they will be given two months notice of the reduction in hours and the provisions below will not apply.

## **9A.7 Redeployment and Retraining**

In the first instance the parties will consider whether the teacher can:

- (a) Redeployment/supernumerary - be redeployed for 30 school weeks within the school or at any other school requested by the teacher with the approval of the original board and of the board of that other school. During this time the teacher shall continue to seek a suitable alternative position; or
- (b) Retraining - undertake a suitable course of retraining approved by the Secretary for Education, for 30 school weeks which enhances or upgrades the teacher.

## **9A.8 Provisions for Redeployment**

The following redeployment/supernumerary procedures shall apply to a permanently employed teacher who is redeployed under 9A.7 (a).

- 9A.8.1 The employer shall assist the teacher to find a suitable alternative position and will meet the reasonable costs of attending relevant interviews.
- 9A.8.2 Where a teacher elects redeployment under clause 9A.7 (a) and a position at the same or lower level becomes vacant at the school at which the teacher is redeployed (or with the teacher's original board where the teacher has been redeployed to a different school) the teacher shall be offered the vacant position unless the position is either a Māori immersion teacher or special education teacher position requiring skills not possessed by the teacher.
- 9A.8.3 Where a teacher declines placement under clause 9A.8.2 at the same level or declines a reasonable offer of appointment at the same or higher level from another board, that teacher's employment shall be terminated without further compensation.
- 9A.8.4 A teacher may, during their period of redeployment, subject to agreement between the teacher and their employer, undertake a defined special project(s) of work.
- 9A.8.5 At the end of the period of redeployment if a permanent position has not been secured the teacher's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the teacher in writing of this not less than one month before the expiry of the period of redeployment.
- 9A.8.6 Where either:
  - (a) A school is merged and the teacher is not placed in a position in the continuing school; or
  - (b) A school is closed; the teacher will have all of the surplus staffing options available to them. Continued employment may be approved by the Secretary for Education for up to a further one term.
- 9A.8.7 If a transfer of location is involved, teachers employed under clause 9A.7 (a) may elect to be reimbursed removal expenses according to Part 8 of this agreement in one or another but not both of the following circumstances:
  - (a) Where the teacher transfers to another school to continue employment pursuant to clause 9A.7(a); or
  - (b) Where the teacher transfers to a school where they have been appointed to a new permanent position.

## **9A.9 Provisions for Retraining**

The following shall apply to a teacher who is retraining under 9A.7 (b):

- (a) There is no requirement on the employer to meet any costs and expenses of training, including course fees;
- (b) At the end of the period of retraining if a permanent position has not been secured the teacher's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the teacher in writing of this not less than one month before the expiry of the period of retraining.
- (c) If a vacancy occurs at the school after confirmation of the retraining option the position may be offered to the teacher. The teacher may elect to accept the position or continue with the retraining option.



- (d) Payment of the 30 school weeks of retraining will commence at the start of the school year or two months after notice of disestablishment of the teacher's position (if the surplus is not generated as a consequence of the September Staffing Notice).

#### **9A.10 Long Service Leave and Severance Provisions**

Where the options outlined in 9A.7(a) and (b) have been thoroughly explored and no such option is suitable, the employer shall offer a teacher either:

- (a) Long Service Payment - To be paid a long service payment to assist a teacher, with not less than twenty-five years service, to retire from the teaching service. The payment will be equivalent to twenty-six weeks salary at the time of termination; or
- (b) Severance - to be paid a severance payment based on the following table:

<b>Length of Service</b>	<b>Weeks of Payment (Ordinary Pay)</b>
Up to three years	7 weeks
Over 3 and up to 5 years	15 weeks
Over 5 years	23 weeks

#### **9A.11 Payment of Long Service and Severance Provisions**

Payment of severance or long service payment under 9A.10 is subject to the following provisions:

- (a) Where a teacher who has received a severance payment or long service payment commences permanent employment in a state or integrated school within a number of weeks which is less than the number of weeks of payment received under 9A.10 the teacher shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which severance or long service payment was received;
- (b) Payment under this provision is conditional on the teacher finishing on an agreed date. That date should be no less than two months from the date of disestablishment of the position unless a shorter period is mutually agreed, but may be longer depending on the educational needs of the school. Where the teacher resigns her/his position or is appointed to another permanent teaching position in a state or integrated school before the date of payment, no payment will be made;
- (c) Any teacher receiving the severance payment or long service payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance, or long service payment entitlements. Provided that a teacher who is subject to 9A.11 (a) shall receive pro rata reinstatement of these service entitlements;
- (d) For the purpose of these provisions ordinary pay is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis as at the effective date that the surplus staffing takes effect. For teachers on leave without pay, ordinary pay shall be the ordinary pay at the time of taking leave;
- (e) For the purpose of 9A.11 "service" is defined as the aggregate of all employment as a teacher in state or integrated schools and/or service as a trained and registered teacher in the employment of a Free Kindergarten Association and any credit (to a maximum of 5 years credit) given for time spent on childcare pursuant to 5.5.

#### **9B Surplus Staffing Provisions for Speech Language Therapists.**

- 9B.1** When a review shows that a speech language therapist (SLT) staffing surplus will exist the employer shall, at the first instance, consider in consultation with SLT staff whether this staffing surplus can be absorbed by attrition.

- 9B.2** If the required number of positions cannot be achieved through attrition and if a surplus staffing situation still exists, an identification of the SLT(s) to be deemed surplus will be made from among permanent SLT(s), through a fair and transparent process.
- 9B.3** Once the surplus SLT(s) has been identified and before the date the surplus staffing takes effect, the options described in clauses 9A.7 to 9A.11 will be available to that SLT(s). For the purposes of this provision, any reference to “teacher” in clause 9A.7 to 9A.11 shall be read as a reference to a SLT.
- 9C** **Surplus Staffing Provisions for Resource Teachers**  
The provisions of clause 9A shall apply to resource teachers. However, employers and resource teacher employees are advised that these provisions must be applied in conjunction with the provisions outlined in Appendix 5 to this agreement
- 9D** **Changing Status to Kura Kaupapa Māori**  
In the event of staffing needs being reviewed as a result of a school changing to a kura kaupapa Māori or a school which will provide level 1, 2 or 3 Māori immersion programmes, all of the surplus staffing provisions will apply to teachers so affected and required to transfer out.

## **Part 10**

### **Complaints/Discipline/Competency**

#### **10.1 General**

The following principles shall be used in addressing complaints against employees and matters of discipline and competence to ensure that such matters can in the interests of the parties be fully and fairly addressed. Many complaints will be able to be resolved by discussion between the principal and the employee concerned without the need to take the matter any further. Boards should, wherever appropriate, seek to resolve complaints in this manner in the first instance. Questions of competence, conduct and/or discipline should be handled in a manner which as far as possible protects the mana and dignity of the employee concerned. Employees may seek whanau, family, professional and/or NZEI support in relation to such matters.

#### **10.2 Ngā Kōrero me ngā Tikanga**

- (a) Me tuku reta atu ki te kaimahi hei whakamārama atu i ngā raruraru kua puta noa. Mehemea he pai ki te kaimahi rāua tahi ko tona tumuaki, e āhei ana ki te whakahaere tonutia ngā whakaritenga i raro i ngā tikanga Māori.
- (b) Anei ra ētahi momo tikanga hei kōwhiringa mā rātou:
  - He huihuinga kei te marae;
  - He whakawhiti kōrero kanohi ki te kanohi;
  - Ka hui mai te whānau hei tuarā mō te katoa; ā
  - Ka hui mai ngā kaumatua kuia hei arahi hei tohutohu i ā rātou katoa.
- (c) Mēnā ka whakaaetia te kaimahi rāua ko tōna tumuaki ō rāua kaihautū rānei, kia oti pai ai te kaupapa, mā rāua mā ngā kaihautu rānei e hainatia ngā whakaaetanga i tūhia. Makaia atu tētahi kape o ngā whakaetanga nei ki te kōnae o te kaimahi.
- (d) He māmā noa iho ēnei whakawhiringa mehemea hiahia ana tētahi taha kia waiho tārewa ake ngā tikanga Māori kia huri ke ia ki ētahi (te katoa rānei) o ngā whakaritenga, arā 10.3, 10.4, 10.5 me 10.6 e whai ake nei. Engari, mehemea ka huri kē atu i ngā tikanga Māori, ehara tērā i te tino raruraru kia oti hē rawa ngā whakaritenga katoa. Ina hoki ka tahuri mai tētahi taha ki ēnei ki 10.3, 10.4, 10.5 me 10.6 i raro nei, me tuhituhi hei whakamārama ki tērā atu taha.

#### **10.3 Discussions in a Māori Context**

- (a) The employee must be advised in writing of the specific matter(s) causing concern. The employee and employer may, depending on the nature of the complaint, agree to attempt to deal with a complaint by it being heard in a Māori context and manner.
- (b) A Māori context and manner relates to the following:
  - Meetings can be held on marae;
  - There is face to face engagement;
  - There can be whanau support for all involved; and
  - Guidance and advice is often provided by kaumatua and kuia for all involved.
- (c) Should the employee and employer, or their representatives on their behalf, agree to a resolution of the matter then this shall be recorded in writing and signed by both parties and/or their representatives on their behalf. A copy of the agreement will be placed on the employee's personal file.
- (d) This is a discretionary option and either party may withdraw at any time, and nothing in this section prevents the employer or the employee deciding at any time that any or all of the procedures in clauses 10.3, 10.4, 10.5 and/or 10.6 will be used. Where either party decides to withdraw from this process such a decision will not of itself give rise to any claim of procedural deficiency or unfairness. The decision to withdraw from this process and/or for the employer to use any or all the procedures in clauses 10.3, 10.4, 10.5 and/or 10.6 will be notified in writing to the other party.

#### **10.4 Discipline**

- (a) The employee must be advised of the right to request representation at any stage.
- (b) The employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation. Before making a final decision, the employer may need to make further inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.
- (c) The employee must be advised of any corrective action required to amend their conduct and given a reasonable opportunity to do so.
- (d) The process and any disciplinary action are to be recorded, sighted and signed by the employee, and placed on their personal file.

#### **10.5 Suspension**

- (a) If the alleged conduct is deemed sufficiently serious an employee may be either suspended with or without pay or transferred temporarily to other duties.
- (b) The employer shall not, unless there are exceptional circumstances, suspend the employee without first allowing the employee a reasonable opportunity to make submissions to the employer about the alleged misconduct and the appropriateness of suspension in all of the circumstances. The employer shall take into account any submissions made by the employee before determining the matter of suspension.
- (c) The employer shall use its best endeavours to ensure that the period of suspension is kept to the minimum possible time consistent with ensuring that the allegations of misconduct are properly investigated and that the employee is treated fairly at all times.
- (d) If the allegation that led to suspension is without substance the employee shall be reinstated effective from the date of suspension.

#### **10.6 Instant Dismissal**

Nothing in sections 10.2, 10.3 or 10.4 prevents instant dismissal without notice in the case of serious misconduct.

#### **10.7 Competency**

10.7.1 Where there are matters of competency which are causing concern in respect of any employee (for example failing to meet the beginning, fully registered, or Assistant and Deputy Principal professional standards, as appropriate), the Principal shall put in place appropriate assistance and personal guidance to assist that employee.

10.7.2 When this assistance and guidance has not remedied the situation, the following provisions should govern the action to be taken:

- (a) The employee must be advised in writing of the specific matter(s) causing concern and of the corrective action required, and the timeframe allowed. This timeframe should be determined by the principal and be relevant to the matters causing concern;
- (b) The process and results of any evaluation are to be recorded in writing, sighted and signed by the employee;
- (c) A copy of any report made by the principal to the employer or to the Teachers Council shall be given to the employee;
- (d) No action shall be taken on a report until the employee has had a reasonable time to comment (in writing or orally or both);
- (e) If the above steps (a-d) fail to resolve the matter of concern, the employer may, where justified, dismiss the employee immediately by providing two calendar months salary in lieu of notice without the need to follow the provisions of 10.3 above.

#### **10.8 Personal Grievance**

The personal grievance provisions in Part 11 of this Agreement are available to an employee who is aggrieved by any action of their employer taken under these provisions.

## **Part 11**

### **Employment Relationship Problems**

#### **What is an Employment Relationship Problem?**

It is a problem between employee and employer. For example, it might be a personal grievance or a dispute about a provision in an employment agreement.

#### **Resolving an Employment Relationship Problem**

The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it must first be raised with the employer and **within 90 days** - Personal Grievances are explained further below.)

An employee (or employer) has the right to be represented at any stage.

When a problem arises, union members should contact their local NZEI Te Riu Roa field officer for advice and representation.

Employers should contact NZSTA or other adviser/representative of choice.

#### **Personal Grievances**

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising.

An employee may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly.
- They have been treated unfairly.
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation.
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

Note: The full meaning of the terms *personal grievance*, *discrimination*, *sexual harassment*, *racial harassment*, and *duress*, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only. For ease of access these are attached at the end of this agreement as Appendix 2.

As with other employment relationship problems, the parties should always try to resolve a personal grievance through discussion.

Either party can refer a personal grievance to the Employment Relations Service of the Department of Labour for mediation assistance, or to the Employment Relations Authority.

If the problem relates to a type of discrimination that can be the subject of a complaint to the Human Rights Commission under the Human Rights Act 1993, the person can either take a personal grievance, or complain to the Human Rights Commission, but not both. If in doubt, advice should be sought before deciding.

#### **Services Available**

To help resolve employment relationship problems, the Department of Labour provides:

#### **An Information Service**

- This is free. It is available by contacting the Department of Labour or by phoning toll free 0800 209020. The Department's Employment Relations Service internet address is [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz) and can be contacted by e-mail at [workplaceinfo@dol.govt.nz](mailto:workplaceinfo@dol.govt.nz).

**Mediation Service**

- The Mediation Service is a free and independent service available through the Department of Labour.
- This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.
- Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.
- If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.
- A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and, either party can be made to comply with the agreed settlement by court order.
- If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.

**The Employment Relations Authority**

- This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.
- Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.
- The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

Note 1: All employment relationship problems, including personal grievances and any disputes about the interpretation or application of this agreement, must be resolved under Parts 9 and 10 of the Employment Relations Act 2000.

Note 2: In relation to a dispute about the interpretation, application, or operation of this Agreement the employer shall act, if the Secretary for Education acting under delegation from the State Services Commissioner so requires, together with or in consultation with the Secretary for Education.

**Schedule 1**  
**Definition of Levels of Māori Immersion**

**Level 1: Maintenance Programmes (81% to 100% Immersion)**

- Te reo Māori is the principal language of communication and instruction.
  - The principal curriculum is taught entirely in Māori.
- (It is expected that all students in the programme will interact freely in Māori).

**Level 2: Development Programmes (51% to 80% Immersion)**

- Te reo Māori is, for most of the time, the language of communication and instruction.
  - English is accepted as a temporary language of instruction and communication.
  - There is an agreement between the school and parents that the programme will achieve a particular level of immersion over a specified period of time.
  - The level of fluency of the teacher will vary considerably, from not very fluent to native-like fluency.
  - There is a reliance on Kaiarahi Reo to increase the amount of spoken Māori in the programme.
- (It is expected that not all students in the programme will interact freely in Māori).

**Level 3: Emerging Programmes (31% to 50% Immersion)**

- English is the main language of communication and instruction.
- The teacher can communicate at a basic level of Māori, but has difficulty instructing in Māori.
- Māori is used as the classroom management language.
- An increase in the level of immersion is restricted by the level of fluency of the teacher.
- A Kaiarahi Reo is usually the only fluent speaker in the programme.

Note: A school which is offering Māori as a subject only would not meet the level 3 Immersion criteria.

## Schedule 2

### Interim Framework of Professional Standards for Deputy Principals and Assistant Principals – 1 February 1998

Dimension	Standard
<b>Professional leadership</b>	<ul style="list-style-type: none"> <li>▪ Demonstrates a thorough understanding of current approaches to effective teaching and learning</li> <li>▪ Provides professional leadership to staff within the delegated areas of responsibility</li> <li>▪ Makes constructive contributions to the work of the senior management team in a manner which supports effective school organisation and improved learning outcomes for students</li> <li>▪ Understands, and applies where appropriate, current practices for effective management from both within and beyond education</li> <li>▪ Supports the principal in the leadership and management of the school and deputises when required</li> <li>▪ Identifies and acts on opportunities for improving teaching and learning</li> <li>▪ Reflects on own performance assessment and demonstrates a commitment to own on-going learning in order to improve performance</li> </ul>
<b>Policy and programme management</b>	<ul style="list-style-type: none"> <li>▪ Initiates, plans and manages in association with the principal and other staff, policies and programmes which meet national requirements, are consistent with the school's charter and strategic planning, and which reflect the school's commitment to effective teaching and learning</li> <li>▪ Understands the implications of New Zealand's changing cultural, social and economic context and ensures that these changes are reflected in the policies and programmes within the delegated areas of responsibility</li> </ul>
<b>Staff management</b>	<ul style="list-style-type: none"> <li>▪ Participates in the school's performance management systems and makes recommendations to the principal on appropriate professional development opportunities for staff</li> <li>▪ Motivates and encourages staff to improve the quality of teaching and learning</li> <li>▪ Devolves responsibilities and delegates tasks when appropriate</li> </ul>
<b>Relationship management</b>	<ul style="list-style-type: none"> <li>▪ Fosters relationships between the school and the community</li> <li>▪ Communicates effectively both orally and in writing to a range of audiences</li> <li>▪ Provides information to the principal on areas of delegated responsibility in order to assist with effective day to day management and strategic planning in the school</li> <li>▪ Understands and operates within the limits of the delegated authorities and adopts a consultative approach with the principal and other staff on issues relating to school policy</li> <li>▪ Establishes and maintains good communication processes with staff, and between staff and members of the senior management team</li> </ul>



<b>Financial and asset management</b>	<ul style="list-style-type: none"> <li>▪ Effectively and efficiently uses available financial resources and assets, within delegated areas of authority, to support improved learning outcomes for students</li> </ul>
---------------------------------------	--

Note: Deputy Principals and Assistant Principals with teaching responsibilities will also need to meet the requirements of the Draft Interim Framework of Professional Standards for Teachers.

### Schedule 3

#### Interim Framework of Professional Standards for Teachers – 1 February 1998

	Beginning Teachers	Fully Registered Teachers	Experienced Teachers
<b>Dimensions</b>		<b>As well as demonstrating the standards for beginning teachers, fully registered teachers:</b>	<b>As well as demonstrating the standards for fully registered teachers, experienced teachers:</b>
<b>Professional knowledge</b> <ul style="list-style-type: none"> <li>curriculum</li> <li>Treaty of Waitangi</li> <li>learning and assessment theory</li> </ul>	<ul style="list-style-type: none"> <li>have a sound knowledge of curriculum, learning and assessment theory</li> <li>understand the implications of the Treaty of Waitangi and te reo me ona tikanga</li> </ul>	<ul style="list-style-type: none"> <li>are competent in the content of relevant curriculum</li> <li>keep informed of developments in curriculum and learning theory</li> <li>demonstrate knowledge of the Treaty of Waitangi and te reo me ona tikanga</li> </ul>	<ul style="list-style-type: none"> <li>demonstrate a high level of knowledge of relevant curriculum, and of current learning and assessment theory</li> <li>demonstrate a commitment to their own on-going learning</li> </ul>
<b>Teaching techniques</b> <ul style="list-style-type: none"> <li>planning and preparation</li> <li>teaching and learning strategies</li> <li>assessment/reporting</li> <li>use of resources and technology</li> </ul>	<ul style="list-style-type: none"> <li>plan programmes and develop learning and assessment strategies that are consistent with sound teaching and learning practice</li> </ul>	<ul style="list-style-type: none"> <li>use appropriate teaching objectives, programmes, learning activities, and assessment</li> <li>demonstrate a range of effective teaching techniques</li> <li>demonstrate flexibility and responsiveness</li> <li>impart subject content effectively</li> <li>use appropriate technology and resources</li> <li>reflect on teaching with a view to improvement</li> </ul>	<ul style="list-style-type: none"> <li>demonstrate a broad range of highly effective teaching techniques</li> <li>continually evaluate and reflect on their teaching and act on areas where it can be improved</li> </ul>
<b>Motivation of students</b> <ul style="list-style-type: none"> <li>student engagement in learning</li> <li>expectations that value and promote learning</li> </ul>	<ul style="list-style-type: none"> <li>demonstrate effective techniques for motivating students</li> <li>demonstrate expectations that value and promote learning</li> </ul>	<ul style="list-style-type: none"> <li>recognise and support diversity amongst individuals and groups</li> <li>engage students in learning</li> <li>establish high expectations that value and promote learning</li> </ul>	<ul style="list-style-type: none"> <li>demonstrate a wide range of techniques that provide strong motivation for a diversity of students</li> </ul>

	<b>Beginning Teachers</b>	<b>Fully Registered Teachers</b>	<b>Experienced Teachers</b>
<b>Dimensions</b>		<b>As well as demonstrating the standards for beginning teachers, fully registered teachers:</b>	<b>As well as demonstrating the standards for fully registered teachers, experienced teachers:</b>
<b>Classroom management</b> <ul style="list-style-type: none"> <li>▪ student behaviour</li> <li>▪ physical environment</li> <li>▪ respect and understanding</li> </ul>	<ul style="list-style-type: none"> <li>▪ apply understandings of positive behaviour management</li> <li>▪ create and maintain a safe environment that is conducive to learning</li> <li>▪ model interactions on ways that are known to be associated with developing respect and understanding</li> </ul>	<ul style="list-style-type: none"> <li>▪ manage student behaviour positively</li> <li>▪ establish good relationships with students and respect their individual needs and cultural backgrounds</li> <li>▪ organise a safe physical environment</li> <li>▪ create an environment of respect and understanding</li> <li>▪ provide and maintain a purposeful working atmosphere</li> </ul>	<ul style="list-style-type: none"> <li>▪ demonstrate a high level of commitment to student welfare and learning</li> <li>▪ effectively manage challenging learning environments</li> </ul>
<b>Communication</b> <ul style="list-style-type: none"> <li>▪ students</li> <li>▪ colleagues</li> <li>▪ families/whanau</li> </ul>	<ul style="list-style-type: none"> <li>▪ demonstrate skills of effective communication</li> </ul>	<ul style="list-style-type: none"> <li>▪ communicate clearly and accurately in either, or both, of the official languages of New Zealand</li> <li>▪ provide feedback to students</li> <li>▪ communicate with families, whanau and caregivers</li> <li>▪ share information with colleagues</li> </ul>	<ul style="list-style-type: none"> <li>▪ demonstrate highly effective communication skills when interacting with students, colleagues and families/whanau</li> </ul>
<b>Support for and co-operation with colleagues</b>	<ul style="list-style-type: none"> <li>▪ co-operate with and seek support from colleagues</li> </ul>	<ul style="list-style-type: none"> <li>▪ establish and maintain effective working relationships with colleagues</li> <li>▪ encourage others and participate in professional development</li> </ul>	<ul style="list-style-type: none"> <li>▪ support and provide effective assistance to colleagues in improving teaching and learning</li> </ul>
<b>Contribution to wider school activities</b>	<ul style="list-style-type: none"> <li>▪ participate in the life of the school</li> </ul>	<ul style="list-style-type: none"> <li>▪ contribute to the life of the school</li> </ul>	<ul style="list-style-type: none"> <li>▪ successfully organise aspects of programmes within the school to promote teaching and learning</li> </ul>

Note: Te Reo Māori Proficiency Standards, when developed, could form part of the professional standards for Māori medium teachers.

The professional standards for each of these teacher levels are defined as follows:

**Beginning Teachers – definition**

Beginning teachers meet the Teacher Registration Board criteria for provisional registration as a teacher. Beginning Teachers work under the guidance of others. They undertake “advice and guidance” programmes to assist in the development of the competencies required for full registration.

**Fully Registered Teachers – definition**

Fully Registered Teachers have taught for at least two years and have met the Teacher Registration Board criteria for full registration. Fully Registered Teachers are competent in the performance of their day-to-day teaching responsibilities.

**Experienced Teachers – definition**

Experienced teachers are highly skilled practitioners and classroom managers. Their teaching methods are well developed and they employ an advanced range of strategies for motivating students and engaging them in learning. In environments where it is possible, they support and provide assistance to colleagues.

## **Appendix 1**

### **Isolation Allowance: Category 6**

Aranga	378	Rere	481
Arohena	471	Ruakituri	543
Glenorchy	513	Taharoa	616
Hauturu	481	Te Akau	441
Hawea Flat	616	Waikaretu	573
Horeke	376		
Kawhia	616		
Makahu	452		
Ohuka	461		
Omarama	616		
Ongarue	358		
Papanui Junction	378		
Peria	503		
Piri Piri	441		
Puketitiri	533		

## Appendix 2

### Extract From Employment Relations Act 2000

#### 103

##### **PERSONAL GRIEVANCE**

- (1) For the purposes of this Act, "personal grievance" means any grievance that an employee may have against the employee's employer or former employer because of a claim--
  - (a) that the employee has been unjustifiably dismissed; or
  - (b) that the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
  - (c) that the employee has been discriminated against in the employee's employment; or
  - (d) that the employee has been sexually harassed in the employee's employment; or
  - (e) that the employee has been racially harassed in the employee's employment; or
  - (f) that the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation.
- (2) For the purposes of this Part, a "representative", in relation to an employer and in relation to an alleged personal grievance, means a person--
  - (a) who is employed by that employer; and
  - (b) who either--
    - (i) has authority over the employee alleging the grievance; or
    - (ii) is in a position of authority over other employees in the workplace of the employee alleging the grievance.
- (3) In subsection (1)(b), unjustifiable action by the employer does not include an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of any employment agreement.

#### 103A

##### **Test of Justification**

For the purposes of section 103(1)(a) and (b), the question of whether a dismissal or an action was justifiable must be determined, on an objective basis, by considering whether the employer's actions, and how the employer acted, were what a fair and reasonable employer would have done in all the circumstances at the time the dismissal or action occurred

#### 104

##### **DISCRIMINATION--**

- (1) For the purposes of section 103(1)(c), an employee is discriminated against in that employee's employment if the employee's employer or a representative of that employer, by reason directly or indirectly of any of the prohibited grounds of discrimination specified in section 105, or by reason directly or indirectly of that employee's involvement in the activities of a union in terms of section 107,--
  - (a) refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances; or
  - (b) dismisses that employee or subjects that employee to any detriment, in circumstances in which other employees employed by that employer on work of that description are not or would not be dismissed or subjected to such detriment; or
  - (c) retires that employee, or requires or causes that employee to retire or resign.

- (2) For the purposes of this section, "detriment" includes anything that has a detrimental effect on the employee's employment, job performance, or job satisfaction.
- (3) This section is subject to the exceptions set out in section 106.

**105**

**PROHIBITED GROUNDS OF DISCRIMINATION FOR PURPOSES OF SECTION 104--**

- (1) The prohibited grounds of discrimination referred to in section 104 are the prohibited grounds of discrimination set out in section 21(1) of the Human Rights Act 1993, namely--
  - (a) sex:
  - (b) marital status:
  - (c) religious belief:
  - (d) ethical belief:
  - (e) colour:
  - (f) race:
  - (g) ethnic or national origins:
  - (h) disability:
  - (i) age:
  - (j) political opinion:
  - (k) employment status:
  - (l) family status:
  - (m) sexual orientation.
- (2) The items listed in subsection (1) have the meanings (if any) given to them by section 21(1) of the Human Rights Act 1993.

**106**

**EXCEPTIONS IN RELATION TO DISCRIMINATION--**

- (1) Section 104 must be read subject to the following provisions of the Human Rights Act 1993 dealing with exceptions in relation to employment matters:
  - (a) section 24 (which provides for an exception in relation to crews of ships and aircraft):
  - (b) section 25 (which provides for an exception in relation to work involving national security):
  - (c) section 26 (which provides for an exception in relation to work performed outside New Zealand):
  - (d) section 27 (which provides for exceptions in relation to authenticity and privacy):
  - (e) section 28 (which provides for exceptions for purposes of religion):
  - (f) section 29 (which provides for exceptions in relation to disability):
  - (g) section 30 (which provides for exceptions in relation to age):
  - (h) section 31 (which provides for an exception in relation to employment of a political nature):
  - (i) section 32 (which provides for an exception in relation to family status):
  - (j) section 33 (which relates to the Armed Forces):
  - (k) section 34 (which relates to regular forces and Police):
  - (l) section 35 (which provides a general qualification on exceptions).
- (2) For the purposes of subsection (1), sections 24 to 35 of the Human Rights Act 1993 must be read as if they referred to section 104 of this Act, rather than to section 22 of that Act. In particular,--
  - (a) references in sections 24 to 29, 31, 32, and 33 of that Act to section 22 of that Act must be read as if they were references to section 104(1) of this Act; and
  - (b) references in section 30 or section 34 of that Act--
    - (i) to section 22(1)(a) or 22(1)(b) of that Act must be read as if they were references to section 104(1)(a) of this Act; and
    - (ii) to section 22(1)(c) of that Act must be read as if they were references to section 104(1)(b) of this Act; and
    - (iii) to section 22(1)(d) of that Act must be read as if they were references to section 104(1)(c) of this Act.

- (3) Nothing in section 104 includes as discrimination--
  - (a) anything done or omitted for any of the reasons set out in paragraph (a) or paragraph (b) of section 73(1) of the Human Rights Act 1993 (which relate to measures to ensure equality); or
  - (b) preferential treatment granted by reason of any of the reasons set out in paragraph (a) or paragraph (b) of section 74 of the Human Rights Act 1993 (which relate to pregnancy, childbirth, or family responsibilities); or
  - (c) retiring an employee or requiring or causing an employee to retire at a particular age that has effect by virtue of section 149(2) of the Human Rights Act 1993 (which is a savings provision in relation to retirement ages specified in certain employment contracts).

**107      DEFINITION OF INVOLVEMENT IN ACTIVITIES OF UNION FOR PURPOSES OF SECTION 104--**

For the purposes of section 104, "involvement in the activities of a union" means that, within 12 months before the action complained of, the employee--

- (a) was an officer of a union or part of a union, or was a member of the committee of management of a union or part of a union, or was otherwise an official or representative of a union or part of a union; or
- (b) had acted as a negotiator or representative of employees in collective bargaining; or
- (c) was involved in the formation or the proposed formation of a union; or
- (d) had made or caused to be made a claim for some benefit of an employment agreement either for that employee or any other employee, or had supported any such claim, whether by giving evidence or otherwise; or
- (e) had submitted another personal grievance to that employee's employer; or
- (f) had been allocated, had applied to take, or had taken any employment relations education leave under this Act; or
- (g) was a delegate of other employees in dealing with the employer on matters relating to the employment of those employees.

**108      SEXUAL HARASSMENT--**

- (1) For the purposes of sections 103(1)(d) and 123(d), an employee is sexually harassed in that employee's employment if that employee's employer or a representative of that employer--
  - (a) directly or indirectly makes a request of that employee for sexual intercourse, sexual contact, or other form of sexual activity that contains--
    - (i) an implied or overt promise of preferential treatment in that employee's employment; or
    - (ii) an implied or overt threat of detrimental treatment in that employee's employment; or
    - (iii) an implied or overt threat about the present or future employment status of that employee; or
  - (b) by--
    - (i) the use of language (whether written or spoken) of a sexual nature; or
    - (ii) the use of visual material of a sexual nature; or
    - (iii) physical behaviour of a sexual nature,--
 directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.
- (2) For the purposes of sections 103(1)(d) and 123(d), an employee is also sexually harassed in that employee's employment (whether by a co-employee or by a client or customer of the employer), if the circumstances described in section 117 have occurred.



109

**RACIAL HARASSMENT--**

For the purposes of sections 103(1)(e) and 123(d), an employee is racially harassed in the employee's employment if the employee's employer or a representative of that employer uses language (whether written or spoken), or visual material, or physical behaviour that directly or indirectly--

- (a) expresses hostility against, or brings into contempt or ridicule, the employee on the ground of the race, colour, or ethnic or national origins of the employee; and
- (b) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or representative); and
- (c) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance, or job satisfaction.

110

**DURESS--**

(1) For the purposes of section 103(1)(f), an employee is subject to duress in that employee's employment in relation to membership or non-membership of a union or employees organisation if that employee's employer or a representative of that employer directly or indirectly--

- (a) makes membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
  - (b) makes non-membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
  - (c) exerts undue influence on that employee, or offers, or threatens to withhold or does withhold, any incentive or advantage to or from that employee, or threatens to or does impose any disadvantage on that employee, with intent to induce that employee--
    - (i) to become or remain a member of a union or employees organisation or a particular union or employees organisation; or
    - (ii) to cease to be a member of a union or employees organisation or a particular union or employees organisation; or
    - (iii) not to become a member of a union or employees organisation or a particular union or employees organisation; or
    - (iv) in the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or
    - (v) on account of the fact that the employee is, or, as the case may be, is not, a member of a union or employees organisation or of a particular union or employees organisation, to resign from or leave any employment; or
    - (vi) to participate in the formation of a union or employees organisation; or
    - (vii) not to participate in the formation of a union or employees organisation.
- (2) In this section and in section 103(1)(f), "employees organisation" means any group, society, association, or other collection of employees other than a union, however described and whether incorporated or not, that exists in whole or in part to further the employment interests of the employees belonging to it.

### **Appendix 3**

#### **Relevant Specialist Level 7 Qualifications and Other Qualification Matters**

Teachers who hold a bachelor degree together with a recognised teaching qualification (e.g. Diploma of Teaching), or a degree conjointly completed with a bachelor degree of teaching, or an honours degree of teaching, or a Diploma of Teaching together with an Advanced Diploma of Teaching together with a level 7, 120 credit relevant specialist diploma, or a bachelor degree of teaching together with a level 7, 120 credit relevant specialist diploma.

A “bachelor degree together with a recognised teaching qualification” in the Q3+ definition includes the four year conjoint Bachelor of Education programme.

The two new categories added to Q3+ namely “a Diploma of Teaching together with an Advanced Diploma of Teaching together with a level 7, 120 credit relevant specialist diploma, or a bachelor degree of teaching together with a level 7, 120 credit relevant specialist diploma” are for teachers who can demonstrate that the two qualifications have been completed separately and without any cross –credits or recognition of prior learning being awarded between the two.

#### **Requirement for relevant, specialist, Level 7 (120 Credit) Diplomas**

Relevant qualifications will include the graduate and postgraduate diplomas contained on the New Zealand Register of Quality Assured Qualifications, and in the fields of:

- Science
- Arts e.g. History
- Mathematics
- Commerce
- Computing and technology
- Education technology
- Information and communication technology
- Educational management and leadership
- Communication and media
- Language teaching
- Counselling
- Educational studies
- Special needs resource
- Literacy
- Fine Arts
- Arts and crafts
- Maori development
- Te Reo and/or Tikanga
- Music
- Visual Arts
- Performing Arts
- TESOL
- Psychology
- Physiotherapy
- Occupational therapy
- Child advocacy
- Plus any other relevant, specialist, 120 credit level 7 or higher qualification listed on the register

Plus any other diploma or qualification that the parties agree to from time to time.

#### **Review of the Qualifications Chart**

The parties agree to review the current qualifications chart within the term of the agreement. Any or all of the qualifications in the above categories may be placed on the qualifications chart at that time.

**The Conjoint Bachelor of Teaching**

The parties are aware of a group of teachers who are currently completing the conjoint B Ed programme at Massey University based on its original content. Where a teacher, currently engaged in that study programme can demonstrate that they have completed the programme, through the original provider studying the original programme content then that teacher shall be provided with Q3+ status. Study must be completed prior to the end of 2006.

## **Appendix 4**

### **School Reorganisation Staff Surplus Provisions**

#### **1 DEFINITIONS FOR THE PURPOSE OF THIS APPENDIX**

- 1.1 “School reorganisation process” shall mean a process which is Ministry initiated and/or approved by the Minister in which the future class, or designation, or structure of a school is being reviewed in conjunction with the future class, or designation, or structure of any other school or schools.
- 1.2 “Reorganising schools” shall be the schools determined by the Minister of Education in accordance with SSA 77HA (3).
- 1.3 “Reorganised school” is the continuing school/s from the gazetted commencement date of reorganisation. This includes schools that have also decapitated or recapitated in addition to physically merging with another school or schools whether or not there is a change of class or designation.
- 1.4 “Class of school” shall mean ‘primary’, ‘intermediate’, secondary, composite as defined in section 145 of the Education Act.
- 1.5 “Designation” shall mean ‘contributing, area, restricted composite, special character, or kura kaupapa Maori as defined in sections 148, 149, 150, 151, 152, 155 and 156 of the Education Act
- 1.6 “Decapitation” shall mean where a primary school is redesignated as a contributing school or a composite school is reclassified as a secondary school or a primary school.

#### **2 Purpose of the Provisions**

- 2.1 These provisions recognise the unique processes applicable to staff employed in schools involved in school reorganisation processes. In all processes, the principles of the “good employer” as contained in Part VII of the SSA shall apply.

The purposes of these provisions are to:

- (a) Provide, as far as is possible, employment protection for employees involved in a school reorganisation process
  - (b) Provide a process that facilitates a fair and orderly transition from existing to new arrangements;
  - (c) Ensure an appropriate management structure is in place to enable the reorganised school to function efficiently and effectively;
  - (d) Ensure continuity of curriculum delivery at the schools involved in a school reorganisation process and at the reorganised school;
  - (e) Ensure that as many employees as possible currently employed are re-assigned or re-confirmed to positions in the reorganised school/s
  - (f) Ensure the curriculum, management and pastoral needs of the reorganised school are met.
- 2.2 For the purpose of the following clauses ‘employee’ shall mean a permanent employee of a school involved in a school reorganisation process and includes an employee who is subject to any staff surplus process that occurs as a consequence of the school reorganisation process.

#### **3 Initiation of a School Reorganisation Process**

- 3.1 The Secretary of Education shall notify NZEI Te Riu Roa of the initiation of a school reorganisation process, and the schools involved in that process, as follows:
- (a) Upon the Minister of Education’s announcement of a school reorganisation process; or

- (b) At the date the Minister of Education approves an application for two or more schools to enter into a school reorganisation process.

#### **4 Employment Protection during the school reorganisation process**

- 4.1 All staff vacancies that arise at all schools involved in a school reorganisation process following the announcement as described in clause 3 above shall be filled with temporary appointments. However, if curriculum delivery is threatened, the employer may determine, in consultation with the Ministry of Education, that any such position may be made permanent, subject to any staffing limitations. This restriction applies until the completion of the reassignment/reconfirmation process and notification period, except as provided elsewhere in this appendix.
- 4.2 Throughout the school reorganisation process and subsequent staff surplus process the employer shall attempt to meet any reduction required by the use of attrition. No school, identified as being a part of a school reorganisation process shall be required to undergo a staffing needs analysis until the completion of the school reorganisation process as described in this appendix.
- 4.3 The provisions of this clause shall remain in place and apply to all schools involved in a particular school reorganisation process until the staff surplus process of all involved schools is complete.
- 4.4 Resource teachers attached to a school shall not be included in the school reorganisation process and employment will be continued, except as specifically identified by the Ministry of Education. The Ministry shall notify NZEI of any such exception immediately.

#### **5 The announcement of the final outcome of a school reorganisation process**

- 5.1 At the conclusion of the school reorganisation process the Secretary for Education shall announce the final class, designation or structure for the schools involved in the school reorganisation process.
- 5.2 The final announcement shall identify the schools as follows:
- i) Retained unchanged or recapitated.
  - ii) Closed
  - iii) Decapitated but not reorganised
  - iv) Reorganised
- 5.3 Each identified school shall then proceed with a Staffing Needs Analysis in accordance with this appendix.
- 5.4 In regard to the staffing needs analysis the provisions of clause 6 shall apply to closed or decapitated but not reorganised schools and the provisions of clause 7 shall apply to reorganised schools.

#### **6 Staffing Needs Analysis for a closure of a school or a decapitated but not reorganised school**

- 6.1 Where a school closes no needs analysis shall be done and all employees shall be entitled to the provisions of clause 17 of this appendix except where a school directly affected by the school reorganisation process has an equivalent position and this is offered to an employee.
- 6.2 Where a school is decapitated but not reorganised ;
- the provisions of **Part 9** of this agreement shall be used to conduct the needs analysis.

- any employee(s) identified as surplus as a result of the needs analysis shall be entitled to the provisions of clause 17 of this appendix except where a school directly affected by the school reorganisation process offers an equivalent position to an employee.

## **7 Staffing Needs Analysis for reorganised schools**

- 7.1 The needs analysis shall determine the staffing structure for the reorganised school. This will be conducted by representatives of all the boards which are being restructured, reclassified or redesignated to form the reorganised school/s (the joint schools' committee). Where applicable this will include representation from the establishment board of a newly created school.
- 7.2 This committee shall conduct a needs analysis in consultation with employees and NZEI.
- 7.3 The needs analysis shall analyse:
- (a) the current staffing usage at the reorganising schools; and
  - (b) the subjects taught at each year level over recent years; and
  - (c) the likely curriculum, pastoral, and management requirements of the reorganised school(s); and
  - (d) the positions that will be allocated permanent units; and
  - (e) position/s with permanent units, if any, that will be designated as assistant or deputy principal under clause 3.12.5 of this agreement.
- 7.4 As a result of this process, draft staffing schedules shall be developed and made available to each employee, and to the nominee(s) of NZEI, for comment and feedback to the employer.
- 7.5 No less than ten (10) working days be made available for this feedback to occur before any further step is taken, unless otherwise agreed between the reorganised school and NZEI.
- 7.6 If there are alterations to these drafts, the amended versions shall also be made available for a further five (5) working days.

## **8 Expressions of Preference in Teaching Positions**

- 8.1 When the new staffing structure is announced, the employer shall invite all employees of the reorganising schools to express a preference (or preferences) in writing, for a teaching position (or positions) at the reorganised school. For the purpose of this clause "employer" shall mean the continuing board.
- 8.2 Employees shall have at least seven (7) days' notice of the closing date for expressions of preference in the position(s) at the reorganised school.
- 8.3 The employer shall acknowledge in writing any expression of interest arising under this clause.

## **9 Voluntary Options**

- 9.1 Following the announcement of the final staffing structure, the employer shall seek written expressions of interest in the following voluntary options. For the purpose of this clause "employer" shall mean the continuing board.
- (a) redeployment/supernumerary employment of 40 (forty) school weeks at any of the reorganised school/s involved in the particular school reorganisation process (clauses 17.2 – 17.9);
  - (b) redeployment/supernumerary employment of 30 (thirty) school weeks in another school (clauses 17.2 – 17.9);

- (c) retraining (clause 17.10);
- (d) long-service payment; (clause 17.11)
- (e) severance (clause 17.12).

The employer shall acknowledge in writing any expression of interest arising under this clause.

9.2 Employees may continue to volunteer for the options without prejudice or withdraw from them at any point following the announcement of the final staffing structure, providing the employer has not already accepted the offer in writing.

9.3 The employer shall not be bound to agree to any voluntary offer. The employer's decision shall be final.

## **10 Reconfirmation/Reassignment**

10.1 For the purpose of the clauses below:

- (a) 'Reconfirmation' shall mean the process whereby employees without permanent units are transferred to suitable positions at the reorganised school. A suitable position is one which has similar duties and/or for which the applicant is appropriately qualified and experienced or could become so with reasonable access to re-training.
- (b) 'Reassignment' shall mean the process that applies to equivalent positions in the reorganised school.
- (c) 'Equivalent position' shall mean employment in an equivalent position, in relation to the employee's previous position, that is:
  - generally similar in role, duties and status; and
  - requires similar qualifications, training, skills and experience but may have a different title/or unit allocation; and
  - is in the same general locality; and
  - is on terms and conditions of employment that are no less favourable than those that applied to the employee immediately before the offer of employment.
- (d) Merit means the most suitable person and primarily includes assessment of qualifications, training, skills and experience.

10.2 Where any employee directly affected by a school reorganisation declines the offer of reconfirmation or reassignment to an equivalent position in a reorganised school, that employee's employment shall be terminated without further compensation pursuant to SSA s77HA.

## **11 Reconfirmation**

11.1 The employer shall reconfirm (as defined in clause 10.1 (a) above) employees to suitable positions at the reorganised school. Reconfirmation may be to an employee's preferred position or to a position for which they are appropriately qualified and experienced.

11.2 Where there are two or more employees eligible for re-confirmation to a single position, the employer shall reconfirm the most suitable candidate(s) based upon merit.

11.3 Employees who are not reconfirmed in a position in which they have expressed interest at the reorganised school may, by mutual agreement, be reconfirmed in any vacant position for which they could become suitable with reasonable access to retraining.

## **12 Reassignment**

- 12.1 If an employee expresses a preference for a position that is determined to be the equivalent of his/her current position, and s/he is the only suitably qualified and experienced employee for that position, s/he shall be reassigned to that position, subject to the provisions in this section.
- 12.2 Employees may be reassigned to the employee's preferred position or to a position for which they are appropriately qualified and experienced.
- 12.3 Where there are more employees in positions that are equivalent, than there are such positions at the reorganised school, the employer shall seek internal applications for the position(s) from those employees and shall reassign the most suitable candidate(s) based upon merit.
- 12.4 The number of units held by an employee shall not on its own give a greater or lesser entitlement to an equivalent position at the reorganised school.
- 12.5 Employees who are not appointed to an equivalent position at the reorganised school may, by mutual agreement and consistent with the reassignment process above, be appointed to any vacant position for which they could become suitable with reasonable access to retraining.
- 12.6 An employee who was designated as an Assistant/Deputy Principal at a reorganising school and who is not appointed to a position with an Assistant/Deputy Principal designation as a consequence of the reassignment process, may elect to access the provisions in clause 17 of this appendix except as provided in 10.2
- 12.7 In a situation where an employee accepts a position or reassignment to a position with lesser remuneration (i.e. salary plus units) the provisions of clause 15 shall apply.

## **13 Unfilled Positions**

### **Purpose**

- 13.1 The purpose of these provisions is to provide opportunities for employees directly affected by the closure of their school to gain employment in the reorganised school. The final decision to make any or all appointments, to the vacant positions, lies with the Board of the reorganised school.

### **Process**

- 13.2 At the completion of the reconfirmation and reassignment processes described in clauses 11 and 12 above, every unfilled position in the reorganised school shall, in the first instance, be advertised in all the other schools which are identified as being part of the school reorganisation process in accordance with clause 3.1 of this appendix and section 77 HA 3 of the State Sector Act and which are being closed as a result of that process.
- 13.3 Employees whose positions were disestablished at any other school which is identified as being part of the school reorganisation process as described in 13.2 and is being closed as a result of that process, may seek appointment to any position advertised at the reorganised school.
- 13.4 Where there are unfilled positions in a reorganised school and where there are applicants from the closing school, the board of the closing school may nominate a parent member of its board to participate in the appointment process except for the decision making process.



- 13.5 Employees whose positions were disestablished at any other school which is identified as being part of the school reorganisation process and is being closed as a result of that process may, by mutual agreement, be appointed to any vacant position for which they could become suitable with reasonable access to retraining.
- 13.6 Where the employer makes an offer of an equivalent position as defined in s. 77HA (2) of the State Sector Act to an applicant from the closed school and that applicant chooses not to accept the offer, s.77HA of the State Sector Act applies whether or not the employee applied for the position.
- 13.7 If, at the completion of the processes described in clauses 13.1 – 13.6 above, any position or positions remain unfilled, they may be advertised externally.

#### **14 Notice and Disestablishment of Positions**

- 14.1 Any employee who is not reconfirmed or reassigned shall be deemed to have had their position disestablished and clause 17.1 shall apply.
- 14.2 A minimum of two months notice shall be given of all positions which are to be disestablished.
- 14.3 Employees whose positions are disestablished, and who have not already identified voluntary options, shall be offered the options identified in clause 17.1 at least two months before the effective date of disestablishment.
- 14.4 If, during the two-month notice period, a suitable permanent position arises at the reorganised school or any of the schools involved in the merger process, the employee may seek appointment to that position and if he/she is suitably qualified and experienced he/she shall be appointed to that position.
- 14.5 The options identified in clause 17.1 shall be available at the date of disestablishment.
- 14.6 If no staff surplus option is elected by the employee by the effective date of disestablishment, the employee will be deemed to have redeployment/ supernumerary status in the reorganised school.

#### **15 Units and Salary Protection for Teachers**

Note: For the purpose of this clause 'full salary' shall mean base salary plus units.

- 15.1 All holders of permanent units who are reconfirmed or reassigned to positions at the reorganised school that have less units, and/or represents the loss of Assistant or Deputy Principal designation shall have full salary protection for 1 year from the date of disestablishment of those units and/or loss of designation.
- 15.2 Fixed-term units already allocated to employees prior to the announcement of the initiation of a school reorganisation process described in clause 3 shall continue until the agreed expiry date of those units where the employee is reconfirmed or reassigned at the reorganised school.
- 15.3 Attention is drawn to clause .3.12.1 of the PTCA, which requires the employer to consult with teachers in developing a policy to determine the use of units.

#### **16 Reduction of hours for permanent part time teachers**

- 16.1 A permanent part time teacher who is offered a position with reduced hours at the reorganised school may elect either:
- (a) that the position has been disestablished and the provisions of clause 17 shall apply; or

- (b) to accept the position in which case a partial redundancy payment will be payable by the employer.
- 16.2 Partial redundancy compensation will be calculated on the basis of applying the severance pay formula described in clause 17.12 of this appendix to the reduction in salary rate between the two positions. This compensation shall be paid as an allowance over the number of weeks of entitlement. Should the employee's salary rate increase over this period the allowance will be reduced or removed accordingly.
- 17 Staff Surplus entitlements in reorganising schools**
- Note: the provisions in this clause are not in addition to the staff surplus provisions in part 9 of the Agreement.
- 17.1 Employees in a disestablished position are entitled to elect one of the following options:
- (a) Redeployment/supernumerary –
- (i) be redeployed for 40 school weeks within the reorganised school, or
  - (ii) be redeployed for 30 school weeks at any other school requested by the employee with the approval of the original board and of the board of that other school; or
  - (iii) where the employee has been directly affected by their school's closure, be redeployed for 40 school weeks in any other school requested by the employee with the approval of the board of that other school
- During this time the employee shall continue to seek a suitable alternative position; or
- (b) Retraining - undertake a suitable course of retraining approved by the Secretary for Education, for 30 school weeks which enhances or upgrades the employee; or
- (c) Long service payment as per clause 17.11; or
- (d) Severance payment as per clause 17.12.
- 17.2 The following redeployment/supernumerary procedures shall apply to a permanently employed employee who is redeployed under clause 17.1(a).
- 17.3 The employer shall assist the employee to find a suitable alternative position and will meet the reasonable costs of attending relevant interviews.
- 17.4 Where an employee elects redeployment under clause 17.1(a) and a position at the same or lower level becomes vacant at the school at which the employee is redeployed, the employee shall be offered the vacant position unless the position is either a Māori immersion teacher or special education teacher position requiring skills not possessed by the employee.
- 17.5 Where an employee declines placement under clause 17.4 at the same level or declines a reasonable offer of appointment at the same or higher level from another board, that employee's employment shall be terminated without further compensation.
- 17.6 An employee may, during their period of redeployment, subject to agreement between the employee and their employer, undertake a defined special project(s) of work.
- 17.7 At the end of the period of redeployment if a permanent position has not been secured the employee's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the employee in writing of this not less than one month before the expiry of the period of redeployment.

17.8 If a transfer of location is involved, employees employed under clause 17.1(a) may elect to be reimbursed removal expenses according to Part 8 of this agreement in one or another but not both of the following circumstances:

- (a) Where the employee transfers to another school to continue employment pursuant to clause 17.1 (a); or
- (b) Where the employee transfers to a school where they have been appointed to a new permanent position.

17.9 Upon termination of the supernumerary period as per 17.1(a)(i) or 17.1(a)(iii), employees who complete their supernumerary period and have yet to secure a permanent position in another state or state-integrated school, will retain an entitlement to removal expenses as per Part 8 of the PCTA for a period of 12 months from the cessation of their supernumerary employment. This entitlement will cease on permanent appointment to another teaching position in a state or state-integrated school.

17.10 The following shall apply to an employee who is retraining under clause 17.1(b):

- (a) There is no requirement on the employer to meet any costs and expenses of training, including course fees;
- (b) At the end of the period of retraining if a permanent position has not been secured the employee's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the employee in writing of this not less than one month before the expiry of the period of retraining;

17.11 An employee may elect to receive Long Service Payment in accordance with clause 17.1(c). To be entitled to a long service payment the employee must have not less than twenty five years service. The payment will be based on the following table at the time of termination.

Length of service	Weeks of payment
Over 25 and up to 30 years	25 weeks
Over 30 years	30 weeks

17.12 An employee may elect to receive a severance payment in accordance with clause 17.1(d). Severance is to be paid based on the following table:

Length of service	Weeks of payment (ordinary pay)
Up to three years	7 weeks
Over 3 and up to 5 years	15 weeks
Over 5 years	23 weeks

17.13 Payment of long service payment or severance under clauses 17.11 or 17.12 is subject to the following provisions:

- (a) Where an employee who has received a long service payment or severance commences permanent employment in a state or integrated school within a number of weeks which is less than the number of weeks of payment received under clauses 17.11 or 17.12 the employee shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which severance or long service payment was received;
- (b) Payment under this provision is conditional on the employee finishing on an agreed date. Where the employee resigns her/his position or is appointed to another permanent teaching position in a state or integrated school before the date of payment, no payment will be made;

- (c) Any employee receiving the long service payment or severance payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance, or long service payment entitlements. Provided that an employee who is subject to clause 17.13(a) shall receive pro rata reinstatement of these service entitlements;
- (d) For the purpose of these provisions ordinary pay is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis as at the effective date that the surplus staffing takes effect. For employees on leave without pay, ordinary pay shall be the ordinary pay at the time of taking leave.

17.14 For the purpose of clauses 17.11 and 17.12 "service" is defined as the aggregate of all employment as a teacher in state or integrated schools and/or service as a trained and registered teacher in the employment of a Free Kindergarten Association and any credit (to a maximum of 5 years credit) given for time spent on childcare pursuant to 3.5. of the Primary Teachers' Collective Agreement.

## APPENDIX 5 Resource Teacher Surplus Staffing Process

### Part A - Resource Teacher Surplus Staffing Process

*The following is intended to inform boards/clusters of the process they are to follow if they are required to reduce the number of resource teachers employed within their cluster. It is intended to be read in conjunction Part 9 of this collective agreement.*

1. Ministry notifies employing boards in affected clusters, NZEI and NZSTA that they are overstaffed for Resource Teachers:
  - 1 March: Ministry identifies clusters that are over-staffed based on March role return.
  - 1 July: Ministry sends out notices of withdrawal of funding for positions to boards of affected schools.
2. The cluster convenes to discuss the needs of the cluster in light of having to reduce Resource Teacher positions.
3. In consultation with resource teachers within the cluster, the cluster attempts to meet the required reduction through attrition.
4. If attrition does not achieve the required reductions Ministry of Education notifies the relevant parties and facilitates a surplus staffing committee within the cluster comprised of one representative from each employing school BOT in the cluster, provided that where there are fewer than three employing schools within the cluster the ministry will invite participation from other boards within the cluster to ensure that the surplus staffing committee comprises representatives of no less than three boards.
5. In identifying positions for disestablishment the committee will conduct a needs analysis in consultation with the resource teachers within the cluster in accordance with clause 9A.4(c), provided that, the criteria to be applied in order to identify the position(s) shall be as set out in the table below. This is in place of the criteria described in clause 9A.4(a) of this collective agreement.

Current situation	Future needs
<ul style="list-style-type: none"> <li>▪ positions</li> <li>▪ allocation policies</li> <li>▪ specific Resource Teacher characteristics<sup>1</sup></li> <li>▪ Resource Teachers caseloads</li> <li>▪ employer schools</li> <li>▪ roll numbers and distribution</li> </ul>	<ul style="list-style-type: none"> <li>▪ positions</li> <li>▪ allocation policies</li> <li>▪ specific Resource Teacher characteristics</li> <li>▪ employer schools</li> <li>▪ projected roll number and distribution changes</li> </ul>

- (i.) If the needs analysis does not result in the identification of the teacher(s) whose position(s) will be disestablished, duration of service in the cluster of Resource Teachers may be applied as an additional criterion.
6. The surplus staffing committee on behalf of the cluster shall formally notify the employing school board(s) of position(s) identified for disestablishment.
7. The employing board notifies its affected resource teacher(s) of the disestablishment of their position(s)<sup>2</sup>.
8. If disestablishment occurs, clauses 9A.5 – 9A.11 (inclusive) of this collective agreement will apply.

<sup>1</sup> Specific characteristics – sector background (primary/secondary experience); Maori language speaker (where immersion students present); Resource Teachers Maori.

<sup>2</sup> Employer may elect to retain the position – resourced from its own funds.

## **Part B - Transfer of employer within a cluster**

*Note: This process is separate to the one outlined in Part A above.*

1. Where the cluster committee decides that a Resource Teacher position is to be transferred between employing schools within the cluster, the current employer shall disestablish the position, and the new employer must offer the transferred position to the Resource Teacher in the disestablished position as a priority right of appointment.
2. If the employee declines the new position then the position is offered to any Resource Teachers who have had their position disestablished but not transferred. Where there are more disestablished Resource Teachers than unfilled transferred positions a normal appointments process would follow for those Resource Teachers. If a position remains unfilled after this process it is advertised nationally.
3. If the employee declines a transfer to a suitable position<sup>3</sup>, the employee shall not be entitled to receive any payment or other benefit (including surplus staffing entitlements) on the ground that his or her position has ceased to exist. If the position is not considered a suitable position and the employee declines a transfer then the employee shall be entitled to the surplus staffing entitlements outlined in Part 9 of the Primary Teachers' Collective Agreement.

---

<sup>3</sup> A 'suitable position' is a position that is:

- generally similar in role, duties and status; and
- requires similar qualifications, training, skills and experience but may have a different title/or unit allocation; and
- is in the same general locality; and
- is on terms and conditions of employment that are no less favourable than those that applied to the employee immediately before the offer of employment

## **Appendix 6**

### **Longer Term Work Programme**

1. NZEI Te Riu Roa and the Secretary for Education agree to the further development of the career pathways through the continued engagement in a Longer Term Work Programme.
2. The objective is to have a high quality, appropriately qualified primary teaching workforce in state and integrated schools who will raise achievement and reduce disparity among all students. The Longer Term Work Programme enables a collaborative working environment that is conducive to the delivery of these objectives and provides a mechanism that allows long term planning and improvements in the primary sector based on cooperation between the NZEI and the Ministry.
3. Central to the Work Programme is improving student learning outcomes through recognition and promotion of effective teaching practice and strong professional leadership.
4. It is agreed that the work programme for the next three years will explore professional development and career and qualification opportunities for teachers which underpin the agreed career pathway framework for teachers.
5. It is agreed that underpinning the career pathways development is consideration of the impact on the workload of teachers.
6. In the period 2008-2010 the Strategic Coordinating Group will be responsible for the following:
  - Ensuring that the sequencing of work in developing the agreed career pathways over the short and medium term is followed;
  - Establishing, where appropriate, the terms of reference for the work streams;
  - Recommendations on the implementation of agreed outcomes.

*Note: The matrix on the following pages outlines the intention of the parties for the sequencing of the LTWP work over the period 2008-2010*

Focus Area	Workstream	Short Term 2008	Medium Term 2009	Long Term and Outcomes 2010 and beyond
<b>Unit allocation guidelines</b>	Develop guidelines for allocation of units within a primary school.	Complete guidelines for allocation of units within a primary school will be developed by the SCG to ensure that the agreed use of units is guided by, and fits with, the career pathways discussion and the work of the LTWP		
<b>Develop Career Pathways for teachers in the primary sector</b>	<b>Practice based attestation (PBA)</b> <ul style="list-style-type: none"> <li>Develop PBA process (school-based) for implementation in 2009</li> <li>This process will provide access to Step 13 provided that the requirements for successful attestation are met</li> </ul>	<b>SCG</b> <ul style="list-style-type: none"> <li>Design PBA guidelines and training programme for principals who will be providing attestation</li> <li>Review the KSAs and exemplars for practice based attestation</li> <li>Establish advisory groups for career pathways development – ‘experts’ and a Māori advisory group</li> <li>Agree terms for Evaluation</li> <li>Agree terms for Quality Feedback Framework</li> <li>Agree on scope of modelling to be done</li> </ul> <b>Project Implementation</b> In consultation with the SCG, MoE appoints a project co-ordinator for career pathways project <ul style="list-style-type: none"> <li>Develop annotated exemplars and other essential resource material for PBA</li> <li>PBA moderation processes</li> <li>PBA training – principals</li> <li>PBA pilot implementation</li> <li>Establish PBA evaluation</li> <li>Develop quality feedback framework to</li> </ul>	<ul style="list-style-type: none"> <li>Implementation of PBA subject to successful pilot</li> </ul>	<ul style="list-style-type: none"> <li>Clear and transparent career pathways for highly effective teachers developed, underpinned by appropriate qualifications</li> <li>All trained primary teachers have access to step 13 through the PBA provided that the requirements for successful attestation are met</li> </ul>



Focus Area	Workstream	Short Term 2008	Medium Term 2009	Long Term and Outcomes 2010 and beyond
		<ul style="list-style-type: none"> <li>support PBA attestation</li> <li>Ensure that PBA KSAs are inclusive for all teachers, including resource teachers, those in Māori Medium, Kura Kaupapa and teachers in the primary sector of the TCS</li> <li>Organise participants for development activities for all classifications</li> </ul>		
	<b>Advanced Skills Teacher</b> <ul style="list-style-type: none"> <li>A level 7 qualification</li> </ul>	<b>(SCG) Development of level 7 Qualifications</b> <ul style="list-style-type: none"> <li>Consult with tertiary providers about the career pathway and the requirement for becoming an AST i.e., a relevant qualification at level 7 that supports the career pathways</li> </ul>	<ul style="list-style-type: none"> <li>Teachers have access to appropriate level 7 qualifications</li> </ul>	<ul style="list-style-type: none"> <li>Level 7 qualification(s) available that reflect career pathway options</li> </ul>
	<b>Mentorship</b> <ul style="list-style-type: none"> <li>Develop pathways to mentorship</li> </ul>	<ul style="list-style-type: none"> <li>Oversee the development of KSAs for mentorship</li> <li>Develop the Knowledge, Skills and Attributes for mentorship working to agreed descriptions in the April 2007 Milestone report as a basis</li> </ul>	<ul style="list-style-type: none"> <li>Continuation of work arising from 2008</li> </ul>	<ul style="list-style-type: none"> <li>All trained primary teachers have a clear career pathway to mentorship</li> </ul>
	<b>Middle and Senior Leadership</b> <ul style="list-style-type: none"> <li>Develop pathways to middle and senior leadership</li> </ul>	<b>(SCG) Middle and Senior Leadership</b> <ul style="list-style-type: none"> <li>Oversee the development of KSAs for middle and senior leadership</li> <li>Develop the Knowledge, Skills and Attributes for the middle and senior leadership working to agreed descriptions in the April 2007 Milestone report as a basis</li> </ul>	<ul style="list-style-type: none"> <li>Continuation of work arising from 2008</li> </ul>	<ul style="list-style-type: none"> <li>All trained primary teachers have a clear career pathway to middle and senior leadership</li> </ul>
		<b>Identify alternative options for learning and development for career pathways</b> <ul style="list-style-type: none"> <li>Discuss alignment of current and new professional learning initiatives with career path ways model</li> </ul>		<ul style="list-style-type: none"> <li>Teachers have a variety of career pathway options</li> </ul>

## **Appendix 7**

### **Elements of the Terms of Settlement from this and Previous Settlements**

This appendix contains elements of the Terms of Settlement from the Primary Teachers' Collective Agreement 2007 – 2010 and previous settlements that are relevant.

#### **1. LUMP SUM PAYMENT**

The parties agree that all teacher members of the NZEI Te Riu Roa (as at 30 November 2007) and bound by the Primary Teachers' Collective Agreement shall be entitled to receive a one off payment of \$750.00, pro rata for part time teachers at employment rate as at 30 November 07 in recognition of the benefits of a three-year collective agreement. No teacher may receive more than \$750 gross in total.

Teacher members of the NZEI Te Riu Roa (as at 30 November 2007) bound by the Primary Teachers' Collective Agreement, who are on approved leave under Part 6 of the Primary Teachers' Collective Agreement at the date of settlement shall be entitled to receive the payment on return to their permanent position providing that this return is on or before 30 June 2008.

Short-term relieving teacher members of the NZEI Te Riu Roa (as at 30 November 2007) bound by the Primary Teachers' Collective Agreement shall be entitled to receive the payment pro rata based on their employment status and for the portion of the teaching days for which they have been employed between **1 July 2007** and **30 November 2007** provided they are still bound by this Agreement on that date.

**Implementation Note:** It is the parties intention that, in the case of a short-term relieving teacher who between the period of 1 July 2007 and 30 November 2007 has been employed for a period as a long term relieving teacher, the total days relieving count for the purpose of pro-rata payment.

#### **2. HE TOHU MATAURANGA**

2.1 A trained primary teacher who holds a He Tohu Mātauranga and who obtains a relevant 120 credit specialist (including specialist teaching) graduate or post graduate qualification at level seven or better on the National Qualifications Framework will be entitled to access the Q3+ salary group.

2.2 A trained primary teacher who holds a He Tohu Mātauranga, who has met the minimum requirements of level 4 of the Te Taura Whiri I te Reo Māori Teacher Sector Māori (TSM) language proficiency examination will be entitled to progress to step 14 of the primary teacher base pay scale

- (i) The Ministry will refund to a teacher the cost of the exam provided that the teacher has undertaken the exam and demonstrated the required level of proficiency, as described above, by the end of 2009.
- (ii) The offer is extended only to those issued an He Tohu Mātauranga by the Ministry of Education and currently in service
- (iii) The Ministry agree that it will facilitate, as soon as practicable, a process between Te Taura Whiri and the NZEI to ensure that the TSM examination is reflective of teaching in Te Reo in the Primary Setting.

2.3 He Tohu Mātauranga will no longer be offered by Ministry of Education

#### **3. ADDITIONAL UNITS**

An additional 10,000 units will be phased in as follows:

- 2009 - 5000 additional units
- 2010 - 5000 additional units

Guidelines for allocation of units within a primary school will be developed by the parties in 2008 to ensure that the agreed use of units is guided by and fits with the career pathways discussion and the work in the Longer Term Work Programme. The new formula for the allocation of the additional units will be developed by the Ministry consultation with the NZEI by 29 Jan 2008.

**4. OUTSTANDING MATTERS**

Appended to these terms of settlement is a letter from the Secretary for Education proposing a process to work with the NZEI Te Riu Roa, in good faith, to try and resolve a number of outstanding matters from this settlement:

1. Reliever definition
2. Itinerating teacher travel investigation
3. MITA – address the question of teachers who are eligible to attract the Māori Immersion Teachers' Allowance

**5 CONSULTATION PROCESS - RESOURCE TEACHERS**

It is agreed that the Ministry will consult the NZEI before the introduction of any classification of resource/itinerating teachers, who are to be employed on the Primary Teachers' Collective Agreement, before placement upon the pay scale

**6 CHATHAM ISLANDS**

It is agreed that provision will be made for teachers returning to the mainland to be reimbursed pending production of receipts in the event that they obtain a permanent or long term relieving teaching position within 12 months of their return.

**7 PROFESSIONAL STANDARDS**

The parties acknowledge that the professional standards used for the purpose of pay progression agreed to as part of this agreement are interim standards. The parties also acknowledge that the development of a set of standards for teachers could be achieved by the New Zealand Teachers Council. The parties agree that it is desirable in the medium term for there to be a single set of standards for teachers. Therefore the parties agree to work co-operatively to review and if necessary to revise the standards in the agreement to ensure that the standards in the agreement are wherever possible consistent with any standards subsequently developed.

**8 ISOLATION ALLOWANCE**

The parties are to hold a list of the areas identified as category six for the application of the Isolation Allowance. A copy is attached to the Terms of Settlement as Appendix 1.

**9 PREVIOUS AGREEMENT**

This settlement continues the agreement contained in the 1995 Heads of Agreement that two Pacific Island teachers who had "mistakenly received the bilingual staffing allowance, despite the origins of the allowance being for bilingual Māori/English will continue to get a staffing incentive allowance as a grandparented entitlement of a rate of \$947 per annum while they remain in their current positions." The agreement also applied to any other proven cases of teachers in a Pacific Island/English class who were receiving the allowance before 18 August 1993.

**10 JUNIOR ASSISTANTS**

Junior Assistants will be grandparented at their current rate if they are currently paid more than \$24,847. They will be able to progress to \$24,847 as per untrained employees if paid less than this rate currently.

## **SIGNATORIES**

This collective agreement has been signed by the parties in Wellington on the 1st day of May 2008.

**New Zealand Educational Institute – NZEI Te Riu Roa**  
on behalf of the employees by its duly authorised representative

Jane Porter

---

Neil Hammond

---

**Ministry of Education**  
by its duly authorised representative

Chris Harwood

---

Sam Quin

---